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THE DES MOINES STORY. A REPORT ON THE IMPLEMENTATION OF THE SOLID WASTE MANAGEMENT PLAN FOR THE DES MOINES METROPOLITAN AREA SOLID WASTE AGENCY

Robert C. Porter

Des Moines Metropolitan Area Solid Waste Agency

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Environmental Protection Agency

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8404 Indian Hills Drive
Omaha, Nebraska 68114
June 15, 1973

Chairman and Board of Directors
Des Moines Metropolitan Area Solid Waste Agency
3121 Dean Avenue
Des Moines, Iowa 50317

Attention: Mr. Lloyd Sievers, Chairman

Re: Solid Waste Management Plan Implementation
Report
HDR Project No. 3170406

Gentlemen:

In accordance with our Engineering Agreement dated July 28, 1969, we are submitting the attached report entitled "The Des Moines Story - A Report on the Implementation of the Solid Waste Management Plan for the Des Moines Metropolitan Area Solid Waste Agency".

This report records and documents the implementation of the Solid Waste Management Plan proposed in our original report in 1968, concerning the solution to solid waste problems in the Des Moines Metropolitan Area. It also contains certain conclusions and recommendations which will be of value to others contemplating the formation of a similar agency as the organizational structure for intergovernmental cooperation in the solution of common problems.

This report has been a joint effort of your Director, Mr. Robert C. Porter and this firm. He has carried the responsibility for bringing the Agency from its formation to its current state of successful operation and has participated in every part of the preparation of this report. We have been the principal consultants to the Agency during the implementation period and have taken great pleasure in participating, on a day-by-day basis, in its development.

OMAHA · DENVER · PHOENIX · DALLAS · CHARLOTTE · WASHINGTON,D.C. · PENSACOLA · MINNEAPOLIS · NORFOLK,VA. · HELENA · TEXARKANA

203047

THE DES MOINES STORY

A Report on the Implementation of the Solid Waste Management Plan for the Des Moines Metropolitan Area Solid Waste Agency

This final report (SW-70d) on work performed under
Federal solid waste management demonstration grant no. G0-6-EC-00244
to the Des Moines Metropolitan Area Solid Waste Agency
was written by ROBERT C. PORTER, *agency director,*
and HENNINGSON, DURHAM AND RICHARDSON, *engineering consultants,*
and is reproduced as received from the grantee

U.S. ENVIRONMENTAL PROTECTION AGENCY
1974

This report has been reviewed by the U.S. Environmental Protection Agency and approved for publication. Approval does not signify that the contents necessarily reflect the views and policies of the U.S. Environmental Protection Agency, nor does mention of commercial products constitute endorsement or recommendation for use by the U.S. Government.

An environmental protection publication (SW-70d) in the solid waste management series.

We believe the current and previous members of the Board of Directors should be proud of its accomplishments. They should also be commended for having the courage to enthusiastically work for and support a venture originally considered unique, even when delays, adversity and criticism appeared to threaten the very existence of the infant Agency.

Today, the Agency has more members than when originally formed. Some municipalities who left for one reason or another have returned and were welcomed back. In the future, others will seek to join and enjoy the benefits of the organization you have created.

The Agency is known throughout the United States and is regarded as a pioneer in municipal cooperation in the solution of mutual problems.

The new legislation which this Agency proposed and obtained, the Supreme Court decisions and the very favorable revenue bond financing are just a few of the valuable contributions which this Agency has made to the management of solid waste problems.

This report is really a success story and we are pleased to have been associated with you, your Director and staff.

Very truly yours,

HENNINGSON, DURHAM & RICHARDSON

By R.J. Peterson

R. J. Peterson, P.E.
Assistant Vice President

RJP:dj

IMSWA
DES MOINES METROPOLITAN AREA SOLID WASTE AGENCY

ROBERT C. PORTER, *Director*

3121 DEAN AVENUE
DES MOINES, IOWA 50317
AREA CODE 515 265-8106

June 13, 1973

Mr. Lloyd Sievers, Chairman
and Members of the Board of Directors
Des Moines Metropolitan Area
Solid Waste Agency

Dear Lloyd:

The attached report, entitled The Des Moines Story-A Report on the Implementation of the Solid Waste Management Plan for the Des Moines Metropolitan Area Solid Waste Agency, was prepared as part of the requirements of Grant #1-D01-U1-00244-01 and 5-606-EC-00244-02 from the U.S. Public Health Service, Department of Health, Education and Welfare.

In the preparation of this report our Consultant, Henningson, Durham and Richardson and I have tried to actually record and document the implementation of the solid waste management plan. Although we have set forth the facts and explained the background on the important events there is no practical way to fully explain the frustrations that were encountered. In looking back we sometimes found it difficult to understand them ourselves. Perhaps this is the price to pay for innovation.

The implementation has been a success. Although there is room for much improvement the Agency is operating effectively and economically and provides a service for which it was created. It has been demonstrated that communities can create a municipal entity to jointly solve their solid waste problems.

A transcript of this report has been reviewed with the Federal project officer responsible for the administration of the Grant and this final report has incorporated his comments.

Yours very truly,

Robert C. Porter

Robert C. Porter, P.E.
Director

RCP:fma

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ACKNOWLEDGMENT

This report and the completion of the project was made possible only through the cooperation of a multitude of people too numerous to identify individually and many organizations, all of whom cooperated in their own way to assist in implementing the grant.

Foremost amongst those who should be acknowledged should be Mr. Charles W. VanderLinden, Jr., past Des Moines Councilman and the first Agency Board Chairman. Through his leadership and continuing personal efforts, the Agency grew from an idea to an operational entity.

All major Des Moines City Departments must be thanked for their efforts in providing the legal, financial and management advice and equipment care and support during the Agency's formative period.

Among the news media, KRNT must be singled out for thanks. Its continuing public service efforts in publicizing the Agency's daily schedule are immeasurable.

The members of the Agency Board of Directors must be acknowledged for their patience and many hours of time. Their discussions and decision making have formulated the policies to get the Agency moving.

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AREA SOLID WASTE AGENCY
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INTRODUCTION

In 1967, two of the counties and most of the cities and towns in the Des Moines Metropolitan Area suspected that they either had or could have problems with the management of solid waste within their political jurisdictions.

One of the smaller cities operated a first rate sanitary landfill for city collected garbage but the unit cost of this operation was expensive due to its size. One of the counties had a small facility which operated partly as a sanitary landfill and partly as a dump. The others had lesser facilities varying from a large modified dump to no facilities at all.

There was nothing unique about having common problems but recognizing them at that relatively early date and organizing for a common attack was unique indeed.

The City of Des Moines applied for and received a federal grant to assist in financing a comprehensive engineering study of the regional problem, potential solutions and develop a common plan of attack if feasible. Two counties, 11 cities and others joined in the grant to provide "In Kind" payment assistance.

The study was completed and a report was published in the spring of 1968. This report found that there was technical, legal, financial and political justification for a joint approach to the solution of the area wide problem of solid waste management and recommended that a Metropolitan Solid Waste Agency be formed under provisions of the state Intergovernmental Cooperation Act.

There were many problems to overcome and many legal and financial questions to be settled in the legislature and the courts but the area leaders were determined to attempt to solve an area wide problem with an area wide solution. They formed the Des Moines Metropolitan Area Solid Waste Agency as recommended in the report and proceeded to implement the recommended plan.

The U. S. Public Health Service recognized the potential feasibility of this organizational structure and area wide approach. In 1969 they granted financial assistance for the organizational and administrative expense of implementing the plan.

It was anticipated that the Agency would be fully operational within two years. Unfortunately it was not. This new Agency had to defend itself through the Supreme Court of Iowa on two separate occasions before major stumbling blocks could be cleared away permitting full operation. Part of the court action was anticipated to test the constitutionality of the basic enabling legislation which had never been tested and to test certain new clarifying legislation which the Agency had requested and received from the State Legislature. The other court action was brought about by citizens attempting to prevent the Agency from operating certain sanitary landfill facilities.

In October 1970, the Agency was forced to start collection and disposal operations prematurely even though permanent financing was not yet available nor could the Agency legally occupy and use its new landfill site. Both the collection and disposal equipment and the disposal site was not only old, and over used, but also inadequate and borrowed. The temporary financial arrangements were special to the situation. Obviously this is not a desirable way to begin but long legal and financial delays forced the Agency into this undesirable beginning.

Within the first year the Agency made great improvements in the situation. They occupied their new site, acquired additional equipment and began to realize their potential.

Today, the Agency is in a much stronger position. The revenue bonds for the permanent financing of the capital requirements of the Disposal Division have been sold. Funds are now available for the construction of first-rate facilities and the necessary additional equipment all as originally contemplated.

The Collection Division capital needs have been provided through careful management of operating revenues. When the most recently purchased new vehicles are delivered, the daily operating fleet will be up to the desired standards.

Although the story is not complete, enough of the pieces are in place or on hand to be a worth while guide to others who may contemplate following this course of action.

This report is a success story because the Agency has been created, severly tested and has not only survived but is performing a valuable function efficiently and economically. It has done so because the leaders of this Metropolitan Area were convinced that this was the best way to go and were willing to do whatever was necessary in the face of opposition, delay, misfortune and the magnitude of the task.

The report which follows is a documented history of what the authors feel are the important events. Included are recommendations, conclusions, samples and a general explanation of what happened during the implementation of this plan for the management of solid waste on a metropolitan area basis.

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PART I NARRATIVE

In July, 1969, twelve cities and towns and two counties formed the Des Moines Metropolitan Area Solid Waste Agency. The Agency type organizational structure was selected by these entities to create a service organization that would own and operate collection and disposal facilities for its member political jurisdictions in the metropolitan area.

The concept of an agency for this purpose had been the recommendation of an engineering study and report completed the previous year. The study had investigated the entire solid waste management problems in the metropolitan area and concluded in part that these problems could best be solved on a cooperative basis rather than each political jurisdiction providing for its own needs.

For years, various political jurisdictions have been using authorizing legislation and its specific and implied authority to form and operate joint activities. Regional Planning Councils are examples of separate agencies organized to serve two or more separate political jurisdictions. This Agency, however, was to be quite different in one important aspect. Unlike the traditional agency in the past, this one would not be supported financially by member contributions.

The instrument used to create the Agency was an intergovernmental agreement contained in the original report which set forth the legal authority under which the Agency would operate, its purpose, organization, powers, financing and other features.

The agreement was based on the then existing state law and was broad in scope but completely adequate to establish the Agency. Once established it could then come to grips with specific problems of organization and financing.

The existing Iowa legislation contained authority for political jurisdictions to issue revenue bonds for self-liquidating projects. It also contained broad authority for cities, towns and counties to do jointly whatever they could do separately. It logically followed therefore that if they had authority to issue revenue bonds individually they could do so jointly.

The initial capital funds for the Agency were to be raised through a bond issue or issues and its costs supported by user fees. The introduction of prospective bond buyers and their careful and narrow interpretation of the law complicated the legal status of the Agency. Prospective bond buyers do not normally accept implied authority - they demand specific statutory authority for such a new issue. They also demand that the statutory authority be tested in the courts so that the constitutionality of the law can be proven. This is not an unreasonable position to take because they want to minimize the risk of some taxpayer suing and winning a case to have a revenue supported facility stopped on the basis of some unconstitutional authorization. They could stand to lose a portion or all of their investment if a suit were instituted.

There were other ways around the problem of the Agency issuing revenue bonds which involved individual member issuing bonds and the Agency leasing the facilities and equipment purchased with the bond proceeds. However, this Agency decided to attempt to obtain the necessary clarifying specific statutory authority and to carry out the court tests which would clear any doubts and also simplify the task for other agency type organizations in the future.

In addition to the legal and financial problems, there were also many other tasks to be accomplished before they could collect or dispose of the first pound of solid waste. These activities require a staff of people, a variety of professional consultants, the necessary support funds and time.

The original committee applied to the U. S. Public Health Service for financial assistance in organizing and implementing the recommended solid waste management plan including the resolution of the statutory and financing problems. A two year implementation grant was awarded for this purpose on June 1, 1969.

The Agency hired a director in July, 1969, and charged him with the responsibility of assembling the necessary staff and resources, making all preparations and solving all problems leading eventually to the operation of collection and disposal facilities and services for the metropolitan area member political jurisdictions.

It took a little over one year to commence physical operations and then the Agency was hampered by a lack of permanent financing for its capital needs. Almost two years was taken up by the initial legislative program and subsequent court tests. Additional time was required for another court case which was neither planned or scheduled, and some slippage occured. There were times when it appeared that no progress was being made as frequently the Agency was marking time. Sometimes plans would go wrong and all of the work accomplished would be wasted. This was particularly true in the case of acquiring suitable sites for sanitary landfilling.

When the disposal plans were delayed the collection plans were also delayed because it was planned to finance capital needs for both operations through a single bond issue. Later this was changed and as things worked out the collection service could have started at least one year sooner. All of this will be explained later in this narrative and is discussed in detail in the several other parts of this report.

The Director and the Board of Directors of the Agency engaged the engineering firm of Henningson, Durham and Richardson to provide the design and technical services which would be required to implement the solid waste management plan and to provide consultation on other matters during the implementation period. The same firm made the original study that recommended the formation of the Agency and prepared the preliminary Inter-governmental Agreement used as the instrument to form the Agency. They had also prepared the technical, organizational and financial foundation plan upon which the management plan was based.

The original committee and the City of Des Moines turned to the law firm of Mudge, Rose, Guthrie and Alexander of New York City to assist in matters of state legislation and to act as Bond Counsel for the Agency bond issues. Through the joint efforts of this firm, the legal staff of the City of Des Moines and certain members of the Agency and staff, proposed legislation was prepared and presented to the 63rd General Assembly of the State of Iowa. An act was passed, now known as Joint Financing of Public Works and Facilities - Chapter 28F of the Iowa Code, which provided specific statutory authority for joint financing of public agencies.

This act, by reference to the Joint Exercise of Governmental Powers - Chapter 28E and Self Liquidating Improvements - Chapter 394, provided the clear specific statutory authority which the Agency had sought.

Mudge, Rose, Guthrie & Alexander and the legal staff of the City of Des Moines, recommended certain changes be made in the Intergovernmental Agreements which created the Agency. These changes included specific financing methods, which were authorized by the new state legislation and other legal matters which could be tested in the courts. Such a test to determine the legal status and competence of the Agency and the constitutionality of the several state statutes was necessary to satisfy the potential bond buyers of Agency issued revenue bonds.

Once the subject of potential detailed changes to the Agreement were raised, the problems of seeking approval from the full membership became apparent. Most member municipalities submitted the proposed changes to their legal advisors who then re-submitted the documents back to their respective councils. With the City of Des Moines legal staff acting as coordinators and negotiators, the issues were eventually settled. But each new attempt required a new legal review by all of the members and their subsequent council action. There were five separate attempts made to secure an amended agreement. Finally the fifth version was adopted as the Amended and Substituted Agreement. The final action was taken in December of 1969.

Only those members executing the Amended and Substituted Agreement were considered as members of the Agency. Several members by either lack of action or by specific rejection are not now members of the reformed Agency. Several new municipalities were accepted into the Agency in addition to the original members. At the time of this report there are 14 members.

After the Agency adopted the Amended and Substituted Agreements and was thus operating under the new provisions, the members passed a Resolution authorizing the issuance of Revenue Bonds in an amount not to exceed 2 1/4 million dollars. This Resolution was also passed in December, 1969.

With the new legislation, the Amended and Substituted Agreement, and the Agency Board authorization of a revenue bond issue, the stage was set for the required court test. The case, Gorham vs. Des Moines, was settled in the District Court, in the Agency's favor in the spring of 1970, and in the Supreme Court of Iowa in September 1970. Details of this court action are included in Part IV.

The Carleton D. Beh Company of Des Moines, Iowa was selected as the Agency's financial consultant and was engaged to assist the Agency in financial matters, advise in the court case, and to perform the customary services to market the Agency's revenue bonds.

This firm working with the Director, the legal staff of the City of Des Moines, the Engineering Consultant, and Mudge, Rose Guthrie and Alexander, the Bond Counsel, began the task of preparing the necessary documents to market the revenue bonds. This task was very important because the Agency would not have any funds for capital expenditures for land, improvements, equipment or operations until the bonds were sold. As it turned out, operations were started prior to the sale of bonds but this will be explained later.

Within a short time after the Agency's Director was hired, attention was channeled towards locating specific sanitary landfill sites. The original report recommended that two sites be acquired, one in the general northeast part of the metropolitan area and one in the southwest. The Agency is pursuing this concept and has adopted, as a matter of policy, that there will be two sites widely separated. Although the original reasons for the two sites were based on sound engineering and economic considerations, which were explained in the original report, the policy was stated for other reasons in response to the demands of neighbors of a potential site. The neighbors wanted the waste split among two or more sites so that traffic to each site would be reduced and no one area would become "the dumping ground" for the entire areas waste. The potential sites in this area were all on road systems where the traffic would not be a problem but site neighbors were afraid of being inundated in garbage trucks and landfill sites in general and in their desperation singled out traffic as a major arguing point. The idea of one area being a dumping ground carries a social stigma which will be difficult to combat until the community has properly operated, nuisance free sanitary landfills. Even if the original reasons for two sites were to change and a single site became the technical and economic optimum, the Board would still be committed to two sites as a political necessity.

This metropolitan area has the same bad image of sanitary landfills as found in many other parts of the country. They have had experience with previous open burning, unregulated or poorly regulated dumps in the past and have difficulty realizing that a sanitary landfill is different. A great amount of effort has been expended to combat this bad image. Many people now know what a sanitary landfill is and how it works but they do not trust public agencies or private concerns to actually operate one properly. The newspapers, television and radio stations have frequently given the Agency excellent support in this matter but then again they have also reported "news" sometimes unfairly which gave a bad image. The record is clearly a good one but the public is confused. Eventually the public will be fully informed or at least as informed as the public can be but this will be long after the Agency is operational at both sites.

It would have been desirable if the Agency could have delayed any specific site selection until after all of the legal work and court action was completed but this was not practical under the circumstances. The entire area was desperate for disposal facilities which necessitated early action in the site selection process.

Dozens of sites were considered in various parts of the Metropolitan Area. Most of the sites were rejected after very preliminary analysis but others received more detailed analysis including subsurface geological investigations. On some of the sites, options were obtained and public hearings were held.

The public hearings were largely emotional protest meetings attended en masse by potential site neighbors, sometimes from miles away. Although carefully prepared presentations were made showing the analysis which was conducted to determine the suitability of a site, the protesters could not be persuaded to consider the facts, or even to listen. They generally had one objective ---- have the site moved some place else. The search for suitable sites continued month after month.

Meanwhile public-informing trips were organized to take persons interested in Agency affairs, and particularly sanitary landfills, to see suitable operations in other communities. Included in the list of guests were selected Agency Members, Mayors, County Supervisors, newspaper men, television men, a physician who was the Chairman of the Chamber of Commerce Public Health Committee, a State Legislator, a Representative of the Garden Clubs, members of the School Board, proposed site neighbors, objectors and several members of the County Zoning Boards of Adjustment who would be responsible for the issuance of special use permits. The trips were conducted in small groups in small aircraft. In each case, they were shown two operations in the Minneapolis-St. Paul area. These operations were not perfect but did show that the sanitary landfill could be a good neighbor and not cause a nuisance. In general, the informational trips were highly effective, but in some cases guests who were prospective site neighbors would not believe what they saw. Public officials however, came away informed and more receptive.

After many disappointments, the Agency did find a suitable site with a willing seller in the Eastern part of the service area. The details of the acquisition and development of this site, now known and operated under the name Metro Park East are described in detail elsewhere in this report, only a summary will be discussed here in this Narrative. This site was investigated for subsurface conditions and found suitable. Before a public meeting was held neighbors and officials in the site area were taken on the site tour to Minneapolis-St. Paul as described above. Although they all saw good sanitary landfilling the neighbors were not convinced. The neighbors, through their spokesman-lawyer, presented opposition to the site at the public meeting. This turned out to be a typical protest meeting with testimony from neighbors, pictures, petitions and claims of horrible damage to their property and the general vicinity. They were no doubt sincere but so emotionally involved and mistrusting that they would not listen to the proposals being presented. Fortunately, many of the community leaders and officials who would decide this issue had been informed and were willing to proceed with the acquisition of this site. A purchase Agreement was authorized by the Board of Directors of the Agency to purchase this site subject to a number of conditions concerning financing, legal right to use the site,permits and zoning.

The subsurface conditions of this site had been checked in a preliminary drilling program and the Engineers had determined that the site was acceptable from a geological standpoint. The site also met all of the other site selection criteria. The Engineers then designed and supervised a complete testing program to investigate the subsurface conditions in the degree of detail necessary to confirm the preliminary finding, develop the information necessary for the design of the site development and operational plans and to determine the refuse capacity of the site.

Development plans of this 400 acre site were prepared in accordance with a previous agency decision to dedicate the final use of this site to public recreation-specifically a golf course, other recreation and to open space. This final use plan permitted the site to be designed for a very large volume of refuse.

Dedicating the final use of this site to public recreation and open space precluded the Agency from selling the site upon completion of the filling and thereby, eliminated the possibility of recovering the $240,000 cost of the land purchase. The Agency Board felt that the public relations benefit would more than off-set the value of the land. Even though the Agency held a purchase agreement and it appeared that they would be able to finance the purchase, it was still necessary to obtain a Special Use Permit from the County Zoning Board of Adjustment. The law requires this permit even though the land was properly zoned for sanitary landfilling. The County Board must consider many elements when deciding whether or not to issue the special use permit. The County Board did grant the permit and it is believed that the final use plan had a favorable effect on the Board.

The Engineers first designed a preliminary set of plans for the site development. This set included concrete entrance roads, fencing, a combination scale and entrance building, water supply, electric power supply, a maintenance building with office, personnel facilities and equipment yard, landscaping, area lighting, entrance sign and the layout of the golf course and recreational areas. The plans also showed the subsurface geological conditions and other useful graphics to be used at the Special Use Permit hearing before the County Zoning Board of Adjustment.

As explained in detail in other parts of this report, the Special Use Permit hearing was held in May of 1970 and the County Board did issue the necessary permit. This hearing was a major undertaking involving extensive preparation. Several members of the County Board said it was the most thorough presentation they had ever heard. The Director with his legal and engineering consultants realized that this was a vital matter requiring their best efforts and it was successful.

There was opposition of course, but they were not as well prepared nor were they armed with graphics and factual data as presented by the Agency. Their chief attack consisted of protesting by site neighbors claiming potential pollution, traffic, noise and other nuisance and the reduction of property value. Although they lost in their efforts to defeat the granting of the Special Use Permit, they were not going to end their efforts at this point. The neighbors filed suit against the County Zoning Board of Adjustment in the District Court attempting to overturn the decision of the Board.

The plaintiffs delayed the case at every possible point. They took all of the time legally allotted between each of the several steps involved in the legal process. They even requested and were granted extra delays for a variety of reasons. The Agency on the other hand took every legal way to advance the case in the minimum time.

The Agency and the County Board prepared for a vigorous joint defense. The preparation was to take two paths. One path was basically legal involving the matters of the authority and legal status of the County Board and their procedures. The other path involved technical matters concerning sanitary landfilling and the associated activities. The County Board was represented by an attorney who normally represents them. The Agency was represented by a member of the legal staff of the City of Des Moines who had been acting as the Agency's legal counsel, plus the Director and the Engineering Consultants.

When the case finally came to trial in late October 1970, the judge permitted all of the technical information which had been presented at the permit hearing to be reintroduced, not so that he could substitute his judgment for that of the Board but to assess the adequacy of the information upon which the Board based its decision.

The plaintiff also presented arguments attempting to prove potential ground water pollution, nuisance and depreciation of property value. These arguments were effectively thwarted by direct testimony from the Engineer Consultant's staff personnel and by cross examination of the plaintiff's chief expert witness. The effectiveness of the defense was due largely to the thorough preparation of the case and the familiarity the defense lawyers had with the technical matters involved. To be effective in technical matters, the lawyers were instructed to the point that they completely understood what was to be brought out in direct and redirect testimony and what points should be pursued in cross-examining the plaintiff's witnesses.

The District Court Judge ruled in favor of the Agency and the County Board in October 1970 and the plaintiff's appealed to the Iowa Supreme Court. Again, they delayed at each step of the way and the Agency did everything they could to speed the process. The Supreme Court affirmed the lower court in midsummer 1971.

The permanent financing of the capital needs of the Agency for collection and disposal was to be raised through the marketing of Revenue Bonds. As explained earlier, the first court test case was necessary to satisfy the bond buyers that the Agency and its bond issue were based on specific statutory authority that was in fact constitutional. This second case, however, was definitely unwanted and caused serious delays. To be marketable, the bonds must carry the certification of the Bond Counsel that states, in part, that there is no pending litigation. They could not do this because of the suit. Because the site was being contested, it was also impossible for the Engineers to issue the Financial and Technical Feasibility Report showing where the sanitary landfilling would be conducted. With this second suit in the courts, the Agency was effectively blocked from selling the revenue bonds necessary for their capital needs.

When the second suit was filed, the Agency decided not to wait for the new site and the permanent financing in order to start operations. It certainly would have been easier if the Director and his staff and consultants could have waited but public opinion and the member municipalities were getting restless. The Director was authorized to work out alternate plans and to commence operations as soon as he could make the necessary arrangements. In the summer of 1970, plans were made to start collecting domestic waste for the City of Des Moines and providing disposal facilities for the entire area.

As part of the planning process for an early operation, the Director and the Engineering Consultant prepared a critical path schedule of the work to be accomplished prior to the start of any operations. This schedule was found to be extremely valuable not only for staff use but to explain to the Agency Board what was involved. A copy of the critical path schedule is included as Figure I -1 to illustrate the variety of tasks which are involved in the preparations for operations.

Concurrent with site selection activities the Agency conducted negotiations with the City of Des Moines and in October of 1970 an agreement was entered into between the Agency and the City of Des Moines to take over the City's collection equipment and crews and to temporarily use city facilities for personnel, maintenance and parking. The City also agreed to meet the cost of the initial payroll expense and operating cost subject to reimbursement from funds due the Agency from the City for the services rendered by the Agency. The equipment received from the City was appraised and the Agency was to pay for this equipment over a period of time. The Agreement also

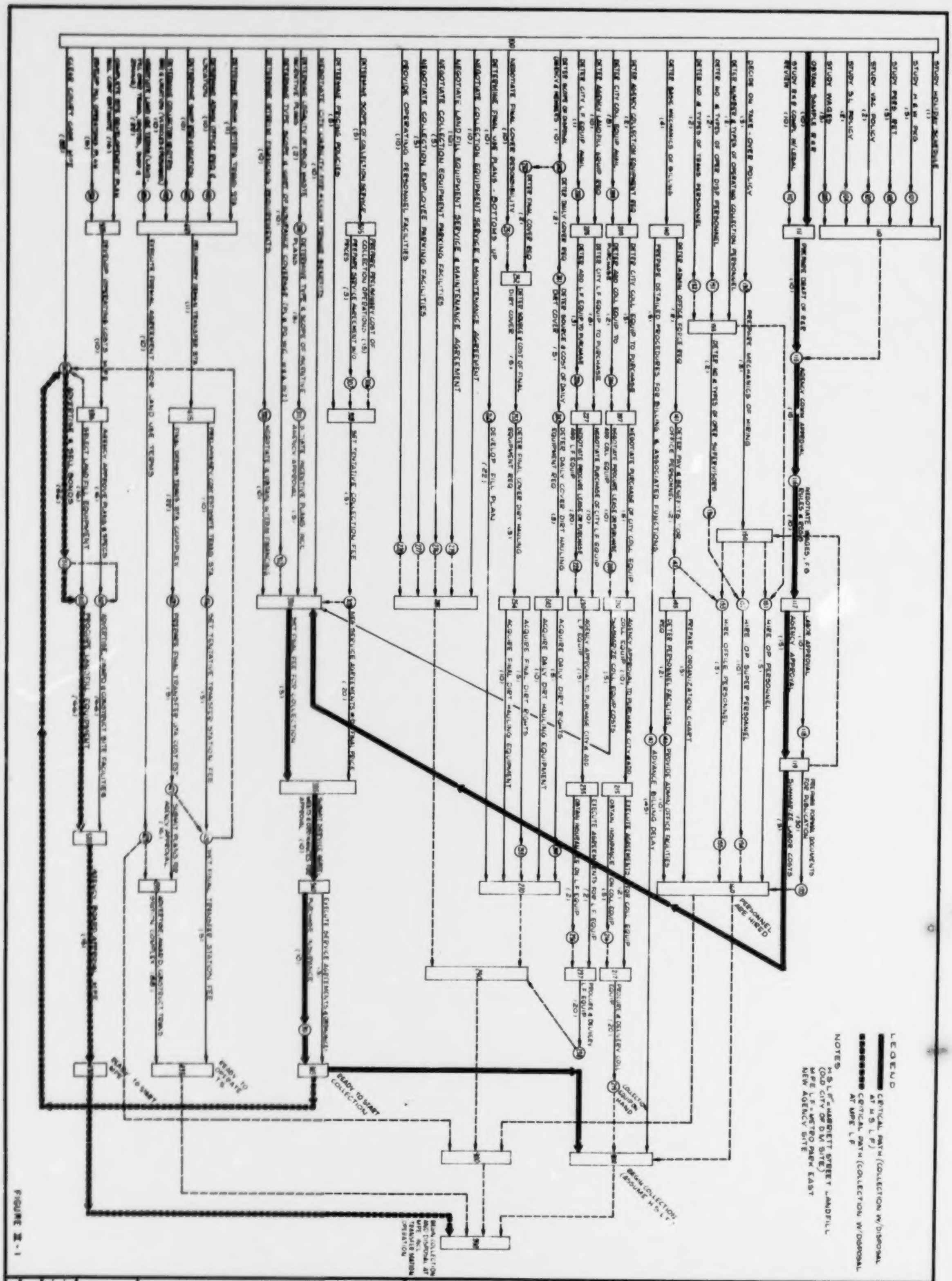
LEGEND
CRITICAL PATH (COLLECTION W/DISPOSAL AT H.S.L.F.)
CRITICAL PATH (COLLECTION W/DISPOSAL AT MPE L.F.
NOTES
H.S.L.F. = HARRIETT STREET LANDFILL (OLD CITY OF D.M. SITE)
MPE L.F. = METRO PARK EAST NEW AGENCY SITE
STUDY HOUSING SCHEDULE
STUDY H.S.W. PKG.
STUDY PERS. BEN.
STUDY VAC. POLICY
STUDY S.L. POLICY
STUDY WAGES
DECIDE ON TAKE-OVER POLICY
PERSONNEL ARE HIRED
READY TO START COLLECTION
READY TO OPERATE T.S.
COLLECTION EQUIP. ON HAND
BEGIN COLLECTION (ASSUME H.S.L.F.)
BEGIN COLLECTION AND DISPOSAL AT MPE INCL. TRANSFER STATION OPERATION

FIGURE II-1

DES MOINES SOLID WASTE
IMPLEMENTATION CRITICAL PATH

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provided a similar arrangement whereby the Agency took over the operation of the then existing city disposal site.

The Agency entered into a contract with the City to provide domestic refuse collection service on a weekly basis for a fee which was nominally equal to $2.00 per dwelling unit per month. The landfill operation was to be financed through gate fees which were set at $.50 per cubic yard measured in the delivering vehicle. All of the details of the agreement contracts and rate structures are contained in various other parts of this report.

The target date for the start of collection and disposal operations was November 1, 1970. The date was met, yet many things remained to be done after the start up of operations.

The Agency adopted a policy of absorbing all of the personnel of a member city's operation when the Agency took over a city operated facility or service. This meant that the Agency would be receiving more than one hundred employees from the City. The problem of staffing was simplified because almost the complete operating organization was transferred to the Agency. It was also complicated because there were some people included in the package that the Agency would not have hired if it were not for the policy of absorbing the entire staff. There was also the problem of developing a set of personnel rules which would be compatible with the City of Des Moines' former practice regarding seniority, vacations and leaves, retirement benefits, and operating conditions but at the same time correcting some existing conditions which the Agency could not tolerate.

To resolve the personnel problems, the Director with assistance from his staff and legal and engineering consultants prepared a very comprehensive set of personnel rules and regulations.

Some provisions were based on existing city practice, some were taken from the personnel rules of other cities and the remainder was prepared in house. It was the Director's intent to produce a comprehensive document that would spell out in specific terms all of the rules and regulations under which the personnel would work. This document has proven to be an extremely valuable tool in the course of normal labor management relationships.

Prior to the start-up of collection and disposal operations, negotiations were held with the labor representatives of the several trades involved, concerning these rules and regulations. There were some changes made, but by and large they were retained intact for the authors of these rules and regulations had intended to be thorough and fair to both the employees and the Agency. It was made clear that the Agency was operating a valuable and necessary public health service and that this service must continue on an uninterrupted schedule. It was also made clear that the employees were a necessary and important part of this service, they had difficult and demanding work to perform under sometimes adverse conditions and should enjoy compensation, benefits, and working conditions commensurate with the work performed.

The Agency retained the services of an attorney who specialized in labor relations to assist in the negotiations. This was a wise move for he provided certain expertise which the Director felt was necessary for an equitable agreement.

The negotiations were neither easily nor quickly accomplished but the end product was worth the effort. This document was particularly valuable to a new organization. Many changes from the previous practice had been made. By writing the rules and regulations and then subjecting them to a detailed negotiation, the rules and regulations which emerged, were clear and understood by both the employee representatives and the staff. After two annual renegotiations primarily concerned with pay schedules only a few minor changes have been made in the rules and regulations.

There were many other arrangements to be made which turned out to be much more time consuming than originally anticipated. Insurance is a good example. There were a variety of insurance plans to purchase ranging from liability, to workmen's compensation, to employee family group health and accident. It was necessary for the staff and the Board Executive Committee to become acquainted with all of the Agency needs and the various plans offered by many competing companies. The Director eventually prepared specifications and other bidding documents and received bids for the major packages. Several of the monthly Agency Board meetings were devoted largely to these matters and on at least one occasion bids were rejected and new bids called for. Eventually of course and prior to starting operations, all of the coverage was secured and in force.

Securing the necessary radio communication facilities was another example of time consuming minor activities which had been unestimated. The Director investigated a variety of systems and arrangements which would provide radio communication between landfill sites, headquarters, dispatchers and mobile supervisory personnel. Eventually arrangements were made to lease certain commercial equipment and to use certain other equipment belonging to the City of Des Moines. The Agency also arranged to share a channel with the city traffic signal department and the animal shelter.

Arrangements were made with the City of Des Moines to process the payroll and perform basic personnel accounting using the facilities of the Finance Department's computer division. Time cards, payroll checks and other necessary forms were all designed to be compatible with City system. This and other services performed by the City greatly simplified the startup operation.

The arrangement with the City to provide maintenance services for equipment for the collection and disposal divisions was a valuable assist at the time of startup. For accounting purposes the Agency was treated as an arm of the City with a charge account number much like any of the other city departments. The Central Garage which provides equipment and equipment maintenance to all City Departments is nominally self-supporting, therefore their charges included direct and indirect expense plus overhead.

On the changeover or startup date all city collection and disposal equipment and personnel were transferred to the Agency. Except for Agency decals placed on the collection equipment covering city markings, there was little outward sign of change. The collection schedules were the same and familiar faces were seen doing business as usual.

In the Disposal Division there were several changes. The gate fees were changed from a City fee based on the licensed weight of the vehicle to one based on the volume of the waste measured in the delivery vehicle. The previous fee was not adequate to cover the costs of owning and operating the facilities. The new fees worked out by the Director and the Engineering Consultants were adequate to cover the cost of operation plus the amortization of the land to be purchased and filled by the Agency. The new fees were of course higher and in some cases very much higher. Although the new rates had been published, many of the smaller commercial haulers were taken by surprise. These new rates were very unpopular even though it was known that they were based on a non-profit cost. Nothing was paid to the City for the little capacity remaining at the site but a few available adjacent acres were purchased and the cost of this land included in the Agency's monthly payment to the city.

The Agency agreed to place final cover over all areas it filled but did not assume the liability of final cover for all of the land previously filled by the City. The Agency returned the 20 acres purchased to the City with the final cover on it in December 1971.

The City ran a relatively decent disposal site but not one which could be considered first class. It took time to convert to a first-class operation but it was apparent right from the start that this was the goal. The name was changed to Metro Park Central and the Director insisted on daily cover, major road improvements, rigid litter control, and absolutely no scavenging. He also provided adequate personnel, equipment and materials to accomplish this goal. Fences were repaired, buildings were cleaned and painted, weeds were cut and drainage improved. The site was inadequate from a long-term capacity standpoint, therefore there was no economical way to make major facilities improvements but those things which could be done operationally to improve the appearance, the access and sanitary conditions were done. Within a few weeks the operation was materially improved.

One major problem encountered in the landfilling operation was retraining the men to the new philosophy. It was only through gradual improvement that they began to understand this site was not to be an improved dump. The City had operated a dump in the past, but through major efforts on their part and the allocation of machines and personnel they had made dramatic improvements. The old dump operation had been converted to a reasonable landfill. They really didn't notice the mud, litter, weeds and depressing appearance. They were proud of their accomplishments when they compared their present activities and conditions with the previous dump. The Director, however, had new standards which were higher. It took a while and eventually a change in supervision, to make the improvements.

The Disposal Division was economically self-supporting from the first day. The payments for the equipment received from the City and all operating expenses were made from gate receipts. The operation needed additional equipment, however, and this was a problem. Eventually the Director was able to acquire new and larger dozers, and a new self-propelled scraper and other lesser equipment through a variety of lease purchase plans and the cash purchase of some used equipment. With bond funds, he could have made all of the equipment purchases under conditions favorable to the Agency and repaid the original cost over a longer period. The amortization and replacement could have been easily paid from gate receipts. Although it was difficult and there were times when funds were very short and times when there was inadequate back-up or spare equipment to maintain true sanitary landfill conditions, the startup and operation was successful.

The Agency operated a sanitary landfill at Metro Park Central for approximately one year until they moved to the new Metro Park East in October 1971. The old site had been filled, fine graded for drainage and planted to grass. Three feet of final cover had been placed over the Agency filled portion. The City plans to eventually cover their portion and convert the entire site to a park.

The Collection Division appeared to be unchanged after the startup date but changes were in store for this operation too. When the Engineers prepared the report concerning solid waste management in the metropolitan area, they recommended that all municipalities provide regular and complete domestic refuse collection using the services offered by the Agency, or if they preferred they could provide their own services either with their own equipment and forces or by contract. It was important, however, that regular service be provided and that the service be complete instead of being limited to "kitchen waste only" as was the custom throughout most of the area. They also recommended that the practice of open burning of combustible wastes be stopped. For the City of Des Moines which operated the largest single municipal collection service, the report also contained detailed recommendations concerning routing and reorganization of their operations to accomplish a regular and complete domestic collection service.

The City put the plan into effect in stages. First, they reorganized their operations and routing. With the recommended improved routing and organization and the installation of the recommended incentive system the city was able to offer its service with fewer men and less equipment.

At the time the Agency took over collection, the kitchen waste only restrictions on domestic wastes was abandoned. Some customers began setting out all of their domestic waste. The majority however, continued to burn their combustibles in the typical backyard burning barrels. Several months after the Agency began operations, the City passed the recommended ordinance which forbid open burning. Eventually customers began setting out all of their domestic waste for Agency collection. As a result, the Agency is now collecting more than twice the amount of domestic waste previously collected by the city. They are also maintaining a reliable schedule of once per week collection of practically unlimited quantities including leaves and other yard rubbish.

During the first year of operation, the Agency replaced approximately one third of their 16 C.Y. single axle packer truck fleet with 25C.Y. tandem axle packer trucks, which have legal load limits approximately twice the amount of the smaller units. The second year they replaced another one third of the fleet with new single axle chassis and rebuilt 16 cubic yard packer bodies taken from worn out chassis. It is their current equipment policy to replace chassis after 4 years and packer bodies after 8 years. A schedule for collection equipment replacement is explained in detail elsewhere in this report.

Equipment purchase and replacement for the collection division has been a very serious financial burden because of the delay in issuing the revenue bonds which were to be used for the permanent capital financing.

Without bond funds, the Director was forced to use bank financing of bond anticipation notes. It was also necessary to set a three year maximum amortization period even though the equipment has a four year life for chassis and eight year life for packer bodies. This accelerated depreciation builds an equity in the equipment but raised serious cash flow problems considering the short term nature of the current collection contract with the City.

As this report is being written, it appears that the Agency is overcoming these problems and will be able to pay for the equipment within the three year period using current operating revenue and will not resort to the issuance of revenue bonds for collection equipment. This pay as you go method of acquiring equipment is not the preferred method for public agencies but this Agency has demonstrated that it can be done even without a contract long enough to amortize the equipment.

While the Agency was attempting to acquire sanitary landfill sites, the objectors, usually potential site neighbors, continually raised the argument that traffic to and from the site would create conjestion and general nuisance. This argument was countered with information showing specific existing traffic counts, highway capabilities, and estimated solid waste traffic showing that a nuisance would not be created. Nevertheless, the argument of traffic problems was continually cited. The original solid waste report showed that more than 9,000 vehicles per week visited sites in the area. The report stated however, that analysis showed much of this traffic was small vehicles including automobiles and pick-up trucks which would be reduced when complete domestic collection service was offered eliminating the need for the home owner to haul his trash to the landfill site. Operating experience has shown this to be true but at the time the public was skeptical and using the traffic argument very effectively at public hearings.

The Agency board therefore decided that consideration should be given to providing one or more transfer stations to serve the densly populated area as a traffic reduction measure to the sanitary landfill sites. The Engineer was instructed to prepare a preliminary plan for a transfer station to be located on 20 acres of land adjacent to the old city landfill site which was being operated by the Agency. This land was part of the additional land which was acquired by the Agency for filling purposes. Approximately 5 acres had been set aside for use as an Agency headquarters which would contain the administrative office, Collection Division garage, personnel facilities, principal equipment repair shops and the transfer station.

Placing the headquarters at this location and including a transfer station was one more example of what can happen to a venture when many political jurisdictions are involved and certain elements of the public are against what is proposed. Originally the engineer's report recommended that the Agency headquarters be located on the site of one of the new sanitary landfills. At this same site, would be the principal equipment shops, collection division office and main garage and personnel facilities for crews operating out of that area. The other site would contain limited garage and personnel facilities for those collection crews operating in the area which would haul to that site. Because of public opposition to close-in sites and the Agency's policy of not condemning land for site purposes, the first site acquired was farther from the city than would be desirable for an Agency headquarters, shops and collection division crews. Thus, the change in plan to use land adjacent to the existing city sanitary landfill site for headquarters etc.

Two years of experience has proven that the predicted reduction in vehicular traffic, particularly small vehicles, to the sanitary landfill site was realized, because this material was being collected by the Agency. It now appears that the reduced traffic is a fact and this argument against site locations can be effectively countered. At the time this report is written, there is no plan to provide a transfer station for the metropolitan area.

In October, 1971 the Agency began closing Metro Park Central which was the old city site and began operations at the new site, Metro Park East. There still were no bond funds to pay for the land and site development but the old site was filled to the maximum grade permitted and solid waste was arriving at the rate of approximately 1,000 tons per day. Again the Agency had no choice but to move. This was no surprise. The Director knew that there would be no bond money to complete the land purchase and construct the improvements before the move and had negotiated an agreement with the landowner to pay a monthly fee similar to a lease for the use of the land until the purchase was completed. Unfortunately the fee was considerably higher than if the land were owned by the Agency.

Later the Agency had to negotiate an even higher fee to continue the use of the land prior to purchase. This is explained in detail in other parts of the report. The Director has provided from his operating income sufficient funds to make the minimum improvements required to start operations. A rock road was constructed from the highway to the place where filling was to start. Other improvements were limited to a gate, litter fences, initial grading and drainage, some landscaping, and a gate house for the fee collector. Fortunately, there were some existing buildings and utilities which could be used for an office and personnel facilities.

The move to the new site was accomplished over a period of two months. During this period both sites were in operation but the hours that the old site was opened were limited. Some haulers found that the highway trip to the new site, 10 miles east of the City limits was more than their tired old equipment could take. In fact the Agency found that a few of their old trucks were not up to the new haul conditions. Over the transition period all of the haulers had an opportunity to test their equipment and make repairs as necessary. The transition period was also helpful to site operators at Metro Park East. Methods were checked out and adjusted before there was a full scale operation.

The development and operational plans are described in detail elsewhere in this report and will not be described here except to state that the facilities to be provided will be first class and consistent with the needs of a large, modern, efficient sanitary landfill.

Between the time the Engineers prepared the plans for Metro Park East and the time the Agency began operation using the site with the temporary improvements, the State of Iowa adopted formal regulations for site selection, site development and operations of solid waste disposal facilities. When the state published their draft of the proposed regulations and held hearings as required by law, the Agency, as the largest sanitary landfill operator in the State, assumed a major roll in negotiating changes in the proposed regulations. The Director and his engineer consultants spoke for many of the municipalities and governmental officials throughout the state. The purpose of the negotiations was to produce a workable set of regulations.

On December 28, 1972 the Agency received one million five hundred thousand dollars as a result of the culmination of a two year effort to float a Disposal Revenue Bond. The land was purchased and the remaining funds will permit the completion of the permanent site developments and the establishment of an orderly and formal equipment purchase and replacement program.

The Agency has now developed the capability to do the job and is earning a reputation in the state for reliability and competence in a service industry which has not always displayed these qualities. It has also provided leadership to improve the state and local laws pertaining to solid waste management and the testing of the basic state laws in the courts to remove any doubt as to their constitutionality.

As this report is being written the Agency is a proven success. It is operating a solid waste disposal facility which serves the entire Des Moines Metropolitan Area and a domestic refuse collection service for the City of Des Moines which in turn represents approximately eighty percent of the population in the Metropolitan Area. Other municipalities which are members of the Agency are considering using the Agency's refuse collection service and the Agency now has the capability to provide this service when requested.

The Agency has implemented a solid waste management plan which has demonstrated that political jurisdictions can successfully solve common problems through a joint effort and do so more reliably, efficiently and economically than each jurisdiction providing for its own needs. There were many people and organizations which said it could not be done but there were others, fortunately, which were determined that it would be done. Technically, economically, and logically the Agency was the answer to a common problem. The legal, political and social barriers which were cited as formidable deterrents were overcome.

It has not been easy, as a reader of this report can readily detect. Many problems have been described because the purpose of this report was to document what is involved in implementing a solid waste collection and disposal management plan using an Agency type organizational structure. Accompanying the many problems have been a greater number of successes. The Agency matured from a new and unfamiliar association carefully feeling its way along to one which has experienced success in spite of problems and is now going about its business in a knowledgeable and methodical manner to improve and expand the service which is already being recognized as efficient and economical.

PART II - CONCLUSIONS AND RECOMMENDATIONS

A. GENERAL.

This report is written as a guide to others who may be faced with similar solid waste management problems or perhaps any problems which could be solved through joint or cooperative action on the part of several political jurisdictions. Conclusions and recommendations which are summarized here or presented elsewhere in this report are based on this Agency under conditions which prevailed in this metropolitan area during the implementation period.

It is extremely difficult to present specific recommendations which will apply to other situations because the conditions could be entirely different. Even if the conditions are similar, the outside forces beyond the control of an Agency can act in a manner quite different from that which was experienced by this Agency during the implementation period. For this reason some of the recommendations and conclusions will be very general but where appropriate the causative data are reported in detail in the main body of the report.

To the authors knowledge, this was the first Agency of its type in the United States organized for the purpose of collection and disposal of solid waste for a metropolitan area. We hope that others formed for similar purposes will benefit from this study and expect that they will make improvements over what was done here.

The following is a summary of the conclusions and recommendations which have been developed during the implementation of the plan to organize and commence operations of the Des Moines Metropolitan Area Solid Waste Agency:

B. ORGANIZATIONAL STRUCTURE.

The Des Moines Metropolitan Area Solid Waste Agency was formed under Section 28E Code of Iowa and its authority and funding augmented under Section 28F Code of Iowa. Based upon the backward look of the Agency and its history it is felt that it was the proper method and organizational structure for the collection and disposal of solid wastes for the Des Moines Metropolitan Area.

1. The formation of an Agency as an organizational structure for the purpose of collection and disposal of solid waste for multiple political jurisdictions in a metropolitan area is possible and practical.

2. An Agency may be the only practical organizational structure which is authorized by Iowa statutes, when both collection and disposal is involved and the geographic area served is comprised of many different political jurisdictions.

3. An Agency which is another form of limited governmental jurisdiction is not a simple organizational structure. It can be somewhat cumbersome under certain conditions but is neither better nor worse than other organizational structures under normal operating conditions.

4. Within the constraints of law, purpose and political reality, it is recommended that the first consideration be given to using an existing governmental structure to accomplish the task at hand. If this is not possible or practical, an Agency will work and has great potential under the proper circumstances.

5. Looking back from the present vantage point it can be concluded that the selection of the Agency as an organizational structure for the collection and disposal of solid waste for the Des Moines Metropolitan Area was a proper selection under the circumstances and purposes for which it was formed.

For details of this subject see Part III of this report.

C. FORMATION OF THE AGENCY.

The Agency was formed, based on Articles of Agreement originally prepared by the Engineering Consultant. Subsequent documents have been written cooperatively by all the membership at the time of individual document writing. Many joint meetings were held with legal authorities, member councils and various consultants to formulate policies and the various documents. Considerable time has been taken by all parties to view, review and to properly word such documents for the protection of all concerned.

1. Although the formation of this Agency was a complicated matter involving several progressive steps, others wishing to form a similar Agency may do so with far fewer problems. The additional specific statutory authority obtained to clarify the status of an Agency and its ability to finance through revenue bonds, coupled with the favorable court decision concerning the constitutionality of the statutory authority

will permit a more direct approach.

2. Anyone contemplating the formation of an Agency must anticipate delays in obtaining the approval of all member political jurisdictions for it is necessary for them to seek advice of their legal counsel and this will frequently result in suggested changes. The problem is compounded as the number of members is increased.

3. A joint meeting of all legal counsels is recommended at an early stage to exchange views and define the points of agreement and disagreement.

The step by step procedure which was followed in forming this Agency is described in Part IV. Samples of all of the pertinent documents are included.

D. PERSONNEL.

The Agency did employ trained management personnel at its implementation stage and took over an existing collection and disposal organization when it entered the operational end of the business.

1. An adequate administrative and supervisory staff should be acquired to organize and then operate the Agency. This Agency has more than 100 employees and spends more than $2,000,000 per year. An adequate staff can be justified.

2. Solid waste management activities have a large labor component which requires knowledgeable and skillful supervision particularly at the foreman leval. Extra care should be exercised in selecting personnel for these positions. When selecting personnel for foreman positions seniority should be considered but the primary emphasis should be placed on ability to supervise.

3. The Agency has found that their written personnel rules which are reproduced as Document V-1 have been a valuable asset to good labor-management relationships. These rules, which were negotiated, make it clear what is expected from the employees and have avoided or settled many problems before they became serious. These rules are recommended to anyone operating a solid waste system as the basic document from which a new set of rules and regulations can be written to fit the individual circumstances.

E. PROFESSIONAL SERVICES.

Upon starting the implementation of the original study the Agency Board employed a Professional Engineering Consultant to assist in the practical formation of the Agency. It has also been consistant in its employment of consultants in various fields to augment the staff in its efforts, to solve financial, engineering, labor and legal problems.

1. It is recommended that professional consultation be acquired in the fields of law, accounting, finance, appraisals and engineering. Although an administrative staff possesses ability in all of these fields and may possess expertise in one or more of them, expert consultation is desirable for three reasons: The first is to bring to the staff expertise which it does not possess. The second is to augment the staff for special projects, and the third is to bring to the Agency an outside, independent viewpoint.

There is no way to predict the extent to which these services may be required for some other Agency, for that will depend on the particular circumstances, but it should be assumed that professional services will be required.

F. FINANCIAL.

The initial seed money for the implementation of the Agency came from a PHS grant. Funds to provide operating capital were originally to come from a bond issue but due to difficulties beyond control of the Agency they were not available. The Agency has used a variety of funding methods to finance its operations. It currently finances its collection activities on a monthly lump sum basis and its sanitary landfill on a volumetric gate receipt basis.

1. Careful consideration should be given to the need for initial operating capital to cover the cost of prepaid items, accounts receivable and for normal start up expenses.

2. It is recommended that refuse collection and disposal services be financially self supporting and that the required revenue be derived from fair and equitable fees paid by users of the service in proportion to their cost of the service rendered.

3. It is recommended that the disposal fee be the same at all final disposal facilities and that the total disposal fees collected be combined to pay the cost of all of the disposal operations even though one facility may cost more than another.

4. This Agency has found that the financing of the capital needs of the disposal division with revenue bonds is practical, legal and economical. Although there have been legal and administrative difficulties encountered in issuing revenue bonds many of the problems can be traced to the newness of the concept of using an Agency for a task which requires capital funds. Some of these problems should be eliminated for future bond issues.

5. It is recommended that if a member municipality is contemplating the use of a refuse service charge, the change to this alternate method of financing be accomplished prior to Agency operations, if possible. If this is not possible, every effort must be made to inform the paying public of the nature of the charges.

The cost of owning and operating collection and disposal services of the type and scope that the Agency provides, together with capital financing, is included in Part VII.

G. SITE SELECTION.

The Agency has followed the usual methods of site selection augmented with the latest in the Department of Environmental Quality, State of Iowa rules and regulations. Criteria were initially set up by the staff and consultant and used as a yardstick for the first site evaluations.

1. Site selection involves environmental, social, economic, legal, political and availability factors.

2. Criteria developed for site selection includes: Land Use, Access, Environmental Acceptability, Adequate Cover Materials, Minimum Driving Distance, Economical Land Costs, Terrain Features, Final Use Plan and Availability.

3. Each of the criteria items must be examined and rated using the factors in 1. above. Either a site under consideration is environmentally, socially, legally and politically acceptable,

(or can be made acceptable) or it is not. If not, it must be deleted and therefore not a competing site for selection. If it is acceptable, then the economics are analyzed for final selection. Each of these factors and criteria is explained in detail in Part VIII.

4. Land must be available for purchase either because the owner is willing to sell at a price which the buyer is willing to pay or because the buyer has the right of eminent domain and is willing to exercise that right. Sometimes the whole site selection process is reduced to the simple question of: "What is available that can be used?" The matter of eminent domain and the legal issue is discussed in Parts VIII and IX.

H. SITE ACQUISITION.

The Agency has acquired several sites through the use of limited options. The use of two sites (one for a Sanitary landfill and the other as Agency Headquarters) was acquired through an initial rental transaction. The other options were dropped as the usability of the sites were denied.

1. The acquisition of land for a sanitary landfill site is not a simple real estate transaction. The degree of complication may depend in part on the legal, political and financial status of the purchaser; the state and local laws and regulations prevailing at the time of purchase; the attitude of the community and site neighbors concerning sanitary landfills; the particular location and geological conditions of the site in question; and the time involved between purchase and payment. An explanation of these complications and certain recommended documents are included in Part IX.

2. It is recommended that all original negotiations to acquire land for a sanitary landfill site be conducted as quietly as possible and that an option to buy be obtained prior to release of any information concerning the exact location of the site. This will bind the seller before opposing forces have time to mass their social and financial assault on the prospective seller in an attempt to persuade him not to sell. The use of the option permits the buyer to abandon the purchase if after proper announcement, public hearings and full disclosure of facts he feels that this is the proper course of action.

3. It is also recommended that professional real estate appraisers be employed to establish the proper value of the land being considered.

I. LAW SUIT TO USE THE SITE.

The Agency found itself involved in two separate lawsuits, one involving the Agency's legal standing and the other the Agency's legal right to use a sanitary landfill site. Both went through Iowa Supreme Court and were settled in favor of the Agency.

1. It is recommended that each step in the process of acquiring property and obtaining the necessary permits or approvals should be undertaken in a very methodical way to assure not only that the letter of the law is followed but also that the official record shows what was done. It must be assumed that opponents to any site selection may sue to prevent the use of that particular site. Following the letter of the law and regulations may not prevent filing of suits which are primarily delaying tactics but the exposure is reduced and if a case does come to trial the chances of a favorable ruling for the plaintiff is also reduced.

2. If a case does come to trial it is recommended that the defense be overwhelming in preparation and presentation, for to lose would make a second attempt at that site much more difficult and encourage others to sue on other acquisitions.

J. SITE DEVELOPMENT.

Specific plans for the development of several sanitary landfill sites were proposed and drawn by the Agency staff and several consultants hired for that purpose.

1. It is recommended that as a minimum the site development include final use plan, filling strategy, earth movement plan and design of physical facilities. Each of these elements has an important effect on the success of a sanitary landfill.

2. The final use plan determines the ultimate use of the site. We recommend that consideration be given to open space, recreation or other popular public use. These are not only legitimate and practical uses but they also have significant

public relations value.

3. The filling strategy consists of the following:

- a. Volume of refuse per day.
- b. Length of open face
- c. Sequence of filling plan
- d. Cell side slope
- e. Daily and final cover thickness
- f. Cell height

The volume of refuse per day is set by the users of the site and their rate of arrival will determine the length of the open face. This open face should be adequate to accomodate arriving vehicles without delay and may be varied as arrivals require.

A proper sequence plan is necessary to guide site operators. It is recommended that the plan be maintained as a management and engineering function and not be left to the discretion of field personnel.

Cell side slope as steep as possible is recommended to minimize earth requirements but this must be tempered with operational limitations. The Agency has found a slope of one on three to be practical.

The thickness of daily cover depends on the type of material used. The site design is based on eight inches of daily cover and a total of three feet for final cover. This final cover is recommended when the final use plan is a golf course and recreational areas.

The cell height should be selected to minimize the cover earth requirement. Contrary to previous thinking there is no reason to limit cell height to some arbitrary height. The Agency has selected a cell height of ten feet to minimize the daily cover requirement.

4. It is recommended that very careful consideration be given to the filling strategy elements listed above. Such consideration will not only minimize the amount of earth movement and therefore its cost, but may also add capacity to a given site where the amount of cover material available is a limiting factor. It has been concluded that on a large project a computer must be used in the solution of this type

problem to permit maximum economy. It is not the simple earth movement calculation which can be done by using manual methods. The results of the computer program showing volumes, movements, cover requirements and site preparation strategy data are presented in Part XI.

5. It is recommended that the site have first class physical facilities and that they be designed not only for their obvious functional use, potential future use but also to be attractive as an aid in establishing a proper image. Samples of the plans showing physical facilities are included in Part XI.

K. OPERATIONS.

Actual operations of the solid waste collection and disposal service began in November of 1970. The Agency still continues to operate both services, collection for the City of Des Moines and disposal for the Agency membership, and others who enter its sanitary landfill gates.

1. It may be necessary to start such an operation by taking over a city's existing equipment and personnel prior to establishing permanent capital financing. A city could make this possible through a variety of arrangements with an Agency which are described throughout this report.

2. Even with the assistance from a city, starting an Agency without capital funds for equipment maintenance facilities and equipment replacement and without adequate working capital, is a difficult task. It is therefore recommended that if possible, such working capital should be on hand and provisions made for capital purchases prior to starting operations.

3. Once operational an Agency should begin a gradual equipment improvement and replacement program. Old packers and chassis should be replaced. It is recommended that where hauling conditions warrant, consideration be given to larger units even though they are more expensive to own and operate. Their higher legal axle load limits will permit savings to be made in hauling costs.

4. Consideration should be given to the possibility of reconditioning packer bodies where there is economical life

left. It is recommended that a packer body can be economically used through the life of two chassis. Agency chassis are now scheduled for replacement after 4 years and packer bodies after 8 years.

Details of collection operations and equipment costs and replacement are given in Part XII.

5. Operating conditions at sanitary landfill sites vary sufficiently one from another that specific recommendations concerning operating techniques, labor and equipment would be meaningless however the following general recommendations will apply to all sites.

a. There must be sufficient back up equipment available to maintain proper site operations in the event of the normal equipment being unavailable either through scheduled overhaul or breakdown.

b. There must be an adequate number of laborers assigned to a site to direct traffic, maintain litter fences, maintain culverts and other drainage, maintain lawns and shrubbery, pick up litter on and off the site and perform other duties as required to maintain a proper appearance.

c. The temptation to eliminate or economize on site labors and spare equipment should be vigorously resisted because these two elements of cost can make the difference between a first class operation and one that is only barely adequate and barely presentable.

d. The depth of fill will vary from no fill around the perimeter and at certain other parts of the site to a maximum of approximately eighty feet. The average depth in the fill area will be approximately thirty feet. The area method was selected to develop the maximum capacity of the site consistant with the final use plan, and will result in the maximum economy.

This method is recommended for any site where multiple lifts can be used. Although this operation is considerably more complicated and requires more extensive management and engineering design, than a simple cut and cover operation, the benefits to be derived more than offset the additional management and design required.

L. PUBLIC RELATIONS.

The Agency was originally weak in a public relations program. Since the need was recognized a stronger program has been developed and still needs reinforcement.

1. It is vital in order to achieve a successful conversion of an existing pickup and disposal system to an Agency area-wide effort that a public relations program be conducted. It should relate the reasons for the consolidation of such services under one Agency.

2. The Agency should have someone on its staff thoroughly conversant with the operation available to speak to any group in the area. He should be able to explain the aims of the Agency and the reasons for proper waste collection and disposal services. Such speaking dates should be sought by the Agency.

3. Cooperation of all public relations media including the radio, TV and newspaper should be solicited to tell the story to the public with the what, why and how of the new Agency. All news media should be offered the facts and encouraged to call the Agency whenever specific facts are needed.

4. If possible, conducted tours of other operating facilities by interested persons and decision makers is a must.

PART III - THE AGENCY AS AN ORGANIZATIONAL STRUCTURE

The original study of the metropolitan area solid waste management problems determined that there was substantial justification for providing collection services and disposal facilities in some form of joint or cooperative basis instead of each political jurisdiction providing separately for its own needs. As a result, the Agency was formed for two purposes: to provide economical disposal facilities for all of its members; and to provide collection services for those members who were legally authorized to enter into collection activities for its jurisdiction and chose to have the Agency provide this service.

The choice of forming an Agency for the organizational structure to carry out the desired purposes was a logical one although it was recognized from the beginning that the task would be difficult.

It would have been simpler if one of the existing political jurisdictions could and would have been willing to provide these services for itself and the cooperating neighboring jurisdictions, but there were local reasons why this would not work. The first logical choice would have been a county but under Iowa law the counties are not authorized to provide collection services. The second choice would have been the City of Des Moines. They were authorized by state law to provide collection and disposal services for themselves and, under contract could provide similar collection and disposal services to other cities and towns and disposal services for the counties.

There was also a history of the City of Des Moines providing joint disposal facilities. For many years Des Moines provided disposal facilities for its own private citizens, commerce and industry and permitted neighboring jurisdictions to use the city's facilities without charge. The city's facilities were financed through their general fund so no users fees were charged. Later the method of financing was changed to a system that charged equal gate fees to all site users whether from the city or neighboring jurisdictions. At the same time other jurisdictions ran a variety of disposal facilities with varying restrictions on use, and of varying quality.

When it became necessary to provide new disposal facilities for the City, the Agency was formed to provide disposal facilities for the entire metropolitan area. The City could have continued their policy of providing facilities for their own use and permitting others to use them upon payment of their fair share of the costs but the facilities would have been designed and located in the best interest of the city with the need and use by others as a secondary consideration. The City might have agreed to include the nearby neighboring users in the prime considerations of location of sites provided the sites were within a reasonable distance of the city, but to consider the needs of all of the members who are located in parts of four counties would have been a considerable imposition. Even if the city had agreed to provide the disposal facilities for joint use it would have been completely unreasonable to expect them to provide collection service for other political jurisdictions scattered over that large a geographic area.

At the present time, only the City of Des Moines has elected to use the Agency's refuse collection services. If the City were to remain the only jurisdiction using this service, an Agency as such would be unnecessary. It is likely however that other cities and towns will request service in the future, because it is in the collection of solid waste that the greatest cost savings can be realized.

At the present time, the Agency has one sanitary landfill site in the extreme eastern part of Polk County and is seeking another site in western Polk County. With both sites in one county, it could be legitimately argued that this county could have provided the sites without forming an Agency. However, at the time the Agency was formed Warren County was also a member. Since Warren County is located immediately south of Polk and is contiguous with the southern city limits of Des Moines, it is an important part of the metropolitan area. It was reasonable to assume that services would be provided to Warren County waste producers and that this County and its cities and towns would cooperate. It was also possible that a sanitary landfill would have been located in that county. The county however withdrew from the Agency at the time sanitary landfill sites near the northern boundary of that county were being considered over their objections. It is possible that they might rejoin some time in the future and that a site might be located in that county to better serve its needs.

Western Dallas County is also in the metropolitan area and has had several cities and towns belong to the Agency. If this county and additional cities and towns in the county were to request membership sometime in the future, it is possible that additional sanitary landfill facilities could be located in that county.

The Agency as formed can extend into additional areas to provide economical, reliable and environmentally safe facilities and services to better serve the citizens, commerce and industry.

There are other reasons for an Agency some of which may have been present when this one was formed or may be present in other areas where an Agency is being considered.

To own and operate proper collection and disposal facilities takes organization, resources and talent. There are cities and counties which for a variety of reasons would not or could not produce these necessary requirements.

The existing table of organization may be incompatible with the needs of a large collection and disposal operation. The salary ranges often found in some political jurisdiction may be inadequate to attract the executive management necessary to organize and operate the required services. Even if there were legal flexibility to overcome the deficient organizational or salary limitations there may be political obstacles which make the necessary changes difficult or impossible.

The spirit of cooperation is another reason for an Agency that must be considered. There are, of course, good influences and bad influences, and usually a mixture of both. Some are based on fact, some on fantasy. Some are produced by happenstance; whereas, others are produced by political action either overtly or covertly. However organized, labeled or originated these influences must be recognized and dealt with. This is true for any major venture but particularly true when the emotionally charged issue of sanitary facilities is involved.

Sister cities and towns and neighboring counties often have distrust or hostility for one another although they maintain a facade of cordial coexistance. This is particularly true of a county with a major city or a major central city with many smaller neighboring cities and towns. Hostility may be due to commercial or political competition, envy or ignorance. It may even be justified but it is often present and therefore, this spirit of distrust and lack of cooperation must be counteracted.

Also present in sister cities, towns and counties is a constant effort to cooperate in their own mutual or self-interest. There are obvious economies to be realized which should be exploited to everyones advantage. And in the case of jurisdictions without usable land for sanitary landfills within their corporate limit or under their control, the need for these jurisdictions to cooperate in their own self-interest, with other jurisdictions having land, is another self interest to be exploited. It is not suggested that one community should take advantage of another rather where there are needs there are usually good mutual or self interests reasons for synergetic action.

If each jurisdiction could provide sanitary facilities entirely within its own corporate limits the problem would be difficult enough but it is much more difficult when it is necessary to haul through and/or finally deposit in other jurisdictions. A new organization with the purpose of solving "our collective" solid waste problems has a greater potential for success than a number of fragmented jurisdictions each solving "his" problem at "our" expense.

In Iowa as in many other places, it is necessary to apply to the Zoning Board of Adjustment for a special use permit to use land for sanitary landfilling. Although there are established criteria which the Board must use in deciding whether or not to issue the permit, there is usually local opposition arguing against the merits of any particular location. This opposition can be extremely effective even if the basis of their objection is irrelevent or unrealistic. An Agency created to serve the public represented by many political jurisdictions can have an effective counter influence on the Board. This may not be enough but it certainly is an aid.

An Agency is not a simple organizational structure, and when unanimous member endorsement is necessary, (described in Part IV Formation and Part VII Financing), the going can be tediously slow and difficult. Under ordinary circumstances however, the Agency organizational structure is not better or worse than any operating organization which must secure policy and authority from some form of Board or Council.

In the case of this Agency, the Board established certain policies and then authorized the Director to use his own discretion in carrying out these policies and conducting normal operations. When the Director must obtain approval of the

Board or when he wishes the Board to state additional policy, a simple majority vote of the members present is adequate.

At this state of Agency development, there is real reason for optimism. It has been formed, tested in the courts and found legal and constitutional, and is performing its intended purpose. There are many serious problems ahead but they are not necessarily related to the organizational structure. It can be stated that an Agency formed under provisions of the state Intergovernmental Cooperation Act is a legitimate organizational structure that can operate effectively if its members are willing to cooperate. Considering the circumstances under which this Agency was formed and its intended purposes, this type of organizational structure was a proper selection. The Agency approach is not a cure-all and under different circumstances or purposes, some other organizational structure might be preferred.

PART IV - FORMATION OF THE AGENCY

A. ORIGINAL AGREEMENT.

The Agency was officially recognized when an Intergovernmental Agreement signed by fourteen governmental bodies was filed with the Iowa Secretary of State on July 28, 1969. The 14 original members consisted of the following:

> Towns of Altoona, Bondurant, Carlisle, Clive, Grimes, Norwalk, Pleasant Hill, the Cities of Ankeny, Des Moines, Urbandale, West Des Moines, Windsor Heights; and the Counties of Polk and Warren, all in the State of Iowa.

This was the direct result of a chain of events that was officially started three years before.

In the autumn of 1966, the City of Des Moines entered into agreement with the other political subdivisions listed above to make application for a federal grant to study the problems of solid waste collection and disposal in the metropolitan area, to hire a consulting engineer to conduct the study, and to finance the local share of the cost of the study. A sample of the agreement is included in the Appendix as Document IV-1.

Application was made to the U. S. Public Health Service, Department of Health, Education and Welfare for financial assistance and HEW Grant No. 1-D01-U1-00060-01 was awarded.

A local Negotiating Committee was formed as contemplated in Document IV-1. This committee interviewed qualified consulting engineering firms and selected Henningson, Durham & Richardson of Omaha, Nebraska and Veenstra and Kimm of West Des Moines, Iowa, to conduct the study.

The study was completed and the engineer's report "Report for the Des Moines Metropolitan Area - Collection and Disposal of Solid Waste" was officially presented to the City of Des Moines in May, 1968. This report studied in detail the collection and disposal problems in the study area, including in part, various potential organizational structures, legal constraints and means of financing. It concluded in part that the management of solid waste in the Study Area should be organized on a metropolitan basis and recommended that an Agency be formed under provision of Chapter 28E of the Iowa Code to assume this responsibility.

Included in the report was a recommended form entitled "Intergovernmental Agreement Creating the Metropolitan Area Solid Waste Agency".

A local Steering Committee was formed with Mr. Charles W. VanderLinden, Jr., as Chairman, to review and implement the findings and recommendations of the report.

In July, 1968, the Committee recommended the report recommendations be implemented and requested the municipalities pass "Resolutions of Intent" to implement the program. A sample of the Resolution is included in the Appendix as Document IV-2.

By September 1968, all of the municipalities had passed the resolution and were then asked to adopt the Intergovernmental Agreement recommended in the report. A sample of the agreement is included in the Appendix as Document IV-3.

This agreement set forth the following sections:
I - AUTHORITY, II- PURPOSE, III-ORGANIZATION, IV-DURATION, V-POWERS, VI-TECHNICAL COOPERATION FROM MUNICIPALITIES, VII-FINANCING, VIII-SUSPENSION OF VOTING RIGHTS AND SERVICES, IX-DISSOLUTION, X-MANNER OF ACQUIRING AND HOLDING PROPERTY.

An examination of the document will show that it was simple and contained only the essential elements to establish the Agency as required by Chapter 28E of the Code of Iowa, which was the basic enabling legislation.

All of the municipalities adopted the agreement without modification in any form and with the filing with the Secretary of State the Agency became official. This was a great day in the metropolitan area for although there was an enormous amount of work remaining to be done, it had been demonstrated that fourteen municipal jurisdictions could enter into an agreement to cooperate in the attack on a serious mutual problem.

It might appear that the year it took to proceed from the Steering Committee's recommendations to the official formation of the Agency was a long time but in retrospect this was reasonable. First one must realize what was involved. It was necessary to acquaint 14 governmental bodies with the details of the project. They in turn had to examine how they would be effected not only for the present but also for a considerable time into the future. It was contemplated that revenue bonds would be sold and that once committed to the Agency, members could not withdraw during the time any bonds would be outstanding. Each of these 14 governmental bodies had separate legal counsel. The lines of communication between the Steering Committee and the 14 potential members via several loops involving 14 legal counsels and back to the Steering Committee was complicated indeed. Of course there were many joint meetings to hammer out agreement but the entire process took time and a great deal of patience and leadership on the part of the Steering Committee and its Chairman.

B. IMPLEMENTATION GRANT.

The newly formed agency with a Chairman, Vice Chairman and Board of Directors applied to the U. S. Public Health Service, Department of Health, Education and Welfare for a grant to assist in financing an implementation program. Grant No. 1-DO1-U1-00244-01 for 1969-70 and No. 5-606-EC-00244-02 for 1970-1971 was awarded.

The purpose of this grant was to provide the funds necessary to finance a two-year period of organization and preparation to bring the newly created agency to an operational status and to prepare a report documenting how it was accomplished. This grant, together with local matching funds, enabled the Agency to hire a staff and professional consulting assistance to implement the program. This report is the documentation of the implementation program.

Document IV-4 is a sample of the Resolution signed by all members authorizing the Board to apply for the HEW Grant.

C. CURRENT AGREEMENT.

The original Intergovernmental agreement (Document IV-3) used the language of Chapter 28E Code of Iowa. This law provided for "Joint Exercise of Governmental Powers" which is similar to the "Intergovernmental Cooperation Acts" found in most state laws. These acts have been used for many years to form Planning Agencies and similar organizations. To our knowledge, these laws have never been used as the legal basis for an organization which would require large sums of capital to be raised through the issuance of Revenue Bonds.

Although the law was clear that municipalities could form an agency to carry out a necessary and legal function, these laws had never been tested in the courts specifically to determine whether the Agency could be formed for solid waste collection and disposal purposes and whether an agency so created could finance capital requirements through the issuance of revenue bonds.

The Board of Directors, with advice from the Agency's bond counsel, determined that it would be necessary to test the legal and financial competence of the Agency before any bonds could be sold. They also decided that this would be an excellent opportunity to clear away any other doubts that might remain about the legal and financial competency of the Agency. The Board authorized the drafting of a revised version of the Intergovernmental Agreement which created the Agency. This "Amended and Substituted Intergovernmental Agreement Creating the Des Moines Metropolitan Area Solid Waste Agency" is included in the Appendix as Document IV-5.

Any person or organization contemplating or responsible for the creation of a similar Agency is advised to study the Amended and Substituted Agreement and the related court cases in detail.

One major revision called for two classes of membership. The basic legislation (Chapter 28E), authorized the Agency to do anything the members had authority to do individually. The counties did not have authority to offer collection service and therefore a limited membership was provided for disposal service only. Where a municipality could offer collection and disposal service a full membership was offered. This change is contained in Paragraph III ORGANIZATION (Document IV-5).

In Paragraph V POWERS, certain changes were made that clarify the legal nature of the Agency. In the original agreement, Document IV-3, the nature of the Agency was not defined. The law said an "Agency" could be created and the Agreement simply called it an "Agency". In the Amended and Substituted Agreement, it was stated ----"The Agency shall be a public body corporate and politic and separate legal entity exercising public and essential governmental functions to provide for the public health, safety and welfare and shall have the following powers:----". The Paragraph V went on to make several claims which were not in the original agreement. The Amended and Substituted Agreement also contains amended or additional paragraphs concerning the non-profit nature of the Agency, the procedure for member withdrawal, arbitration of disputes between members, and extensive additions concerning financing.

The Amended and Substituted Agreement was officially adopted on December 18, 1969.

The Engineer's report recommended that legislation be requested that would specifically grant statutory authority to an Agency to issue revenue bonds for solid waste work and would specifically cite other authority which was implied. To pursue these recommendations the City of Des Moines engaged the services of the law firm of Mudge, Rose, Guthrie and Alexander of New York City to assist in matters of State Legislation and to act as Bond Counsel for the anticipated Revenue Bond issue. This firm and the legal staff of the City of Des Moines with valuable assistance from many other civic leaders and municipalities prepared and requested specific legislation which was passed in the 63rd General Assembly, of the State of Iowa. They also prepared the suggested changes in the Original Intergovernmental Agreement to coordinate the Agency's basic foundation with the new legislation and the specific legal instruments necessary for a revenue bond issue.

Once the subject of potential changes to the Agreement was raised, the many problems of seeking approval from the full membership became apparent. Most member municipalities submitted the proposed changes back to their legal advisors who then made several recommended changes deemed beneficial to their individual municipality, and then returned the modified proposed agreements back to the Agency for consideration. With the City of Des Moines legal staff acting as coordinators and negotiators, the individual issues were eventually settled. Each new attempt, however, required a new legal review by all members and their individual council action. In all there were five separate attempts made to secure a finished amended agreement.

The adopting of the current "Amended and Substituted Agreement" in effect dissolved the previous agency and formed a new one. Those members which signed the new agreement continued as members. Two small municipalities and one county saw fit to withdraw at that time, although their reasons may or may not have been directly related to the new agreements.

D. LEGAL BASIS.

1. State Statutes.

The basic legislstion underlying the formation of the Agency is Chapter 28E of the Code of Iowa "Joint Exercise of Governmental Powers". This permits State and local governments to provide joint services and facilities and to cooperate with one another to their mutual advantage. It is similar to laws in most states providing for intergovernmental cooperation. A copy of Chapter 28E is included in the Appendix as Document IV-6.

Chapter 394 Code of Iowa "Self-Liquidating Improvements" permits the use of revenue bond financing for solid waste projects. A copy of this Chapter is included in the Appendix as Document IV-7.

Chapter 28F Code of Iowa "Joint Financing of Public Works and Facilities" permits joint financing of projects listed in Chapter 394 by an Agency created under Chapter 28E. A copy of this Chapter is included in the Appendix as Document IV-8.

Chapter 28E and 394 were in effect when the Agency was formed. Chapter 28F was passed as Chapter 236 of the 63rd General Assembly. This latter chapter was the result of requested legislation proposed by those acting for the Agency. This legislation made specific provision for joint financing which was implied in the two previous cited chapters.

With adequate legislation and the adoption of the Amended and Substituted Agreement, the Agency authorized by Resolution on December 18, 1969, the issuance of revenue bonds, not to exceed $2,250,000.

2. Court Test.

A suit was filed in District Court of Polk County, by the Des Moines-Polk Court Taxpayers League, naming the Agency and its member municipalities as defendants. The suit (Gorham vs. Des Moines) determined that the three basic state statutes were constitutional, that this Agency was a legal entity, it could provide the collection and disposal services for which it was organized and it could issue revenue bonds for the purpose of solid waste collection and disposal. The suit proceeded rapidly through the several steps necessary to a District Court decision that was rendered in favor of the Agency on April 14, 1970.

In the same test case other matters were cleaned up. The state law provides that an Agency can be formed but does not describe the Agency other than as a "separate entity". The original Intergovernmental Agreement creating the Agency avoided this controversial matter by claiming that it was an "Agency" but not going farther. The amended and substituted agreement which was tested in the courts said the Agency was a "public body corporate and politic and a separate legal entity exercising public and essential governmental functions to provide for the public health, safety and welfare". This and other legal matters were upheld.

The plaintiffs appealed to the Iowa Supreme Court. This court adjudged the suit of such importance that it requested oral arguments before the complete court which were made on June 23, 1970. This early date was made possible by a special order issued by the Chief Justice directing early submission. The court ruled in favor of the Agency in a decision announced September 2, 1970. A copy of the decision (179NW 2d 449) is included in the Appendix as Document IV-9.

PART V - PERSONNEL

A. ORGANIZATION.

The proposed organizational structures for the Agency was outlined in the original 1968 engineering report which recommended the formation of the Agency. A copy of the recommended structure is attached as Figure V-1. The Agency adopted the recommended structure and proveeded to hire a Director. His first duty was to hire the personnel with which to implement the report recommendations. In its search for qualified candidates to interview, the Board advertised in several professional and trade periodicals that reach the type of individual with the background and experience desired for the job. The qualifications desired were spelled out in the original engineering report.

Applications were received from various individuals throughout the United States and several well qualified individuals were interviewed by a selection committee of the Board of Directors. The Board's final choice was a professional Engineer and Professional Land Surveyor who had service in an elective position in city government and experience in Industrial Engineering, private practice and solid waste planning.

Candidates for other jobs in the Agency structure have been found through the usual employment channels of "help wanted" ads, personnel services, personal reference and by transfer from the regular employment rolls of Agency member cities.

Although the original, relatively simple organizational structure has been adopted, it has been modified to take advantage of the various talents of staff members and adjusted to particular circumstances, the basic concept has proven both sound and workable.

Figure V-1 shows the Collection Division and the Disposal Division - each with a Superintendent. At the present time these two positions have been combined into one General Superintendent of Operations who has one assistant. This consolidation was made when there was a vacancy in the Collection Division Superintendent's position and it was found that the incumbent Disposal Superintendent could direct both activities. The most talented Collection Division Foreman was promoted to Assistant General Superintendent.

PROPOSED ORGANIZATIONAL STRUCTURE FOR AGENCY

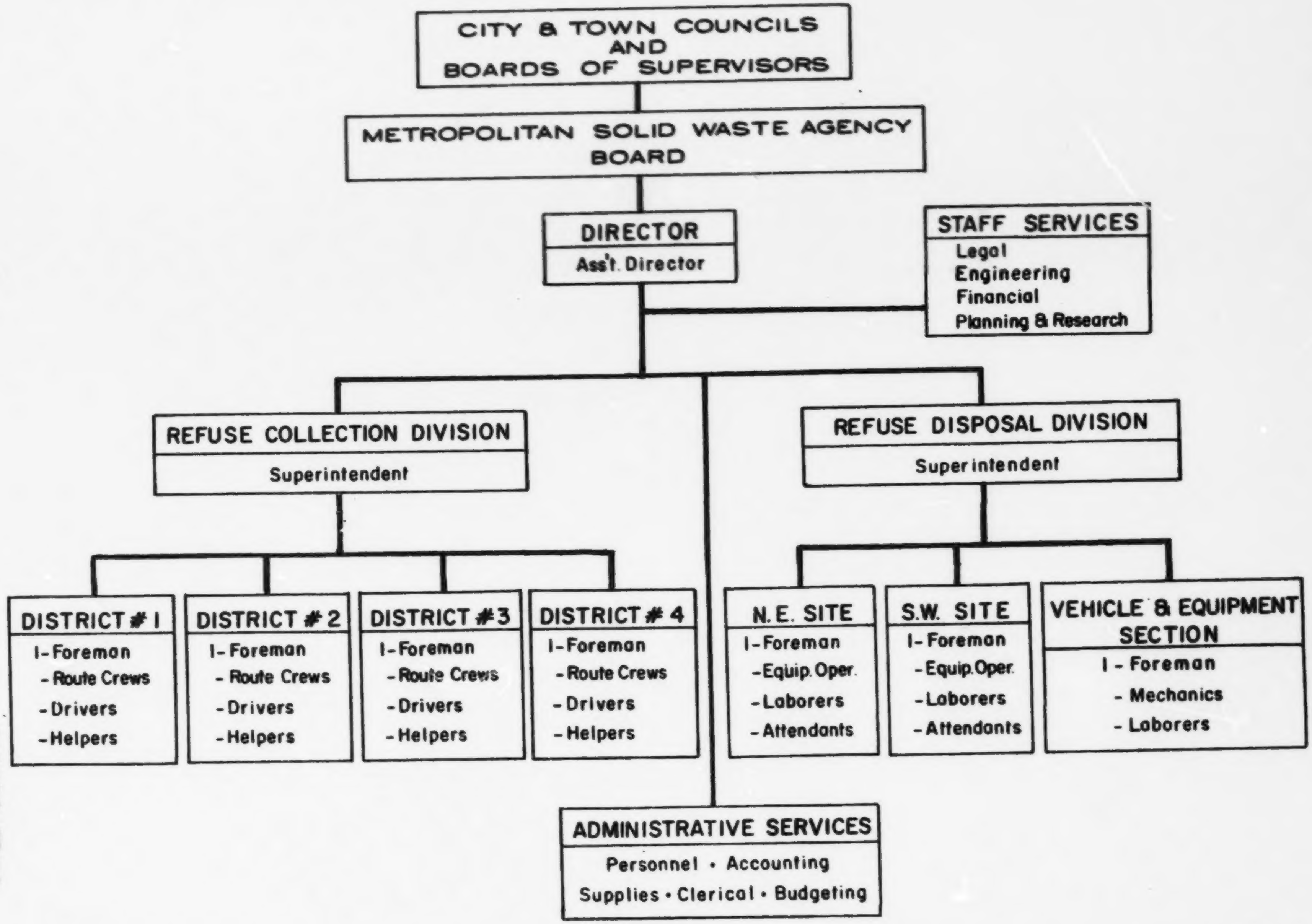
CITY & TOWN COUNCILS
AND
BOARDS OF SUPERVISORS
METROPOLITAN SOLID WASTE AGENCY BOARD
DIRECTOR
Ass't. Director
STAFF SERVICES
Legal
Engineering
Financial
Planning & Research
REFUSE COLLECTION DIVISION
Superintendent
REFUSE DISPOSAL DIVISION
Superintendent
DISTRICT # 1
1-Foreman
-Route Crews
-Drivers
-Helpers
DISTRICT # 2
1-Foreman
-Route Crews
-Drivers
-Helpers
DISTRICT # 3
1-Foreman
-Route Crews
-Drivers
-Helpers
DISTRICT # 4
1-Foreman
-Route Crews
-Drivers
-Helpers
N.E. SITE
1-Foreman
-Equip. Oper.
-Laborers
-Attendants
S.W. SITE
1-Foreman
-Equip. Oper.
-Laborers
-Attendants
VEHICLE & EQUIPMENT SECTION
1 - Foreman
- Mechanics
- Laborers
ADMINISTRATIVE SERVICES
Personnel • Accounting
Supplies • Clerical • Budgeting

FIGURE ~~V~~-1

The Agency is currently operating only one of the two disposal facilities and the maintenance facilities. When the second site is opened and full maintenance is performed by the Agency, the two Divisional Superintendencies will probably be re-established, but may operate as assistants to the General Superintendent. The organizational structure of the talents of the staff members and the structure shown in Figure V-I is simply a guide which shows the levels of responsibility and the functions to be performed on each level.

B. ADMINISTRATIVE STAFF.

Staff requirements for any organization vary considerably depending on the scope and magnitude of the operation. However, certain requirements must be met in an operation concerning solid waste collection and disposal. These requirements may not be readily apparent to those unfamiliar with the details of the work.

Collection of solid waste has a high labor component which requires considerable personnel management. It also has a high incidence of physical injury requiring many insurance and workmans compensation actions. The work is physically difficult and as a result there is a high turnover rate among probationary employees. Many men try the work and find that they cannot or do not wish to do that kind of physical labor. Others are eliminated by the Superintendents for inaptitude or various other reasons. All of this turnover results in extra personnel work.

Both the Collection and Disposal Divisions use a large amount of equipment and this also requires administrative attention. As programs of preventative maintenance are improved and expanded this administrative work will increase but the end result is most certainly worth the effort.

The public, which is the Agency's customer, demanded more administrative effort than might be expected during the first few months. When the Agency first started operations the telephones were in constant use. Incoming calls were stacked up to the extent that a phone would seldom be out of use for more than 10 seconds. Although information was promulgated via newspapers, radio, television and direct mailing the public telephoned for more information, made complaints and comments at an unbelieveable rate. Many people were upset because the city had seen fit to charge a collection fee to pay the Agency for collection services in lieu of the former practice of paying for refuse service from the general tax fund. They called to complain to the Agency even though this was entirely a City administrative matter. Many people called to verify information concerning collection schedules which were published in the newspapers. Others called to obtain information which had been given via radio and television concerning rules and regulations. It must be anticipated that public notices will often not be received by a substantial portion of the public. Trained administrative people must be available to handle this work.

Consistant with the principle that the Agency's organizational structure be sufficiently flexible to take full advantage of specific talents of staff members, the first employee hired by the Director was a secretary, who proved to be a first rate office manager with experience in business administration, accounting and personnel management as well as the traditional stenographic skills.

As cited earlier in this report, the Agency has had problems that were associated with the controversial nature of the work and the new and, at that time, untested form of organization. In the initial stages of the implementation of the Agency, there were only two staff people, the Director and his Secretary. The effort, efficiency and enthusiasm of the staff has been the major factor in the successful implementation of the plan.

C. OPERATIONS STAFF.

The majority of the staff of the Collection and Disposal Divisions was acquired by transfer from similar city departments when the Agency took over solid waste operation from the City of Des Moines. Replacements have been acquired through normal employment channels. Provisions for the mass transfer and for future transfer of member municipal employees are contained in Personnel Rules and Regulations which are included in the Appendix as Document V-1.

In general, the staffing of the operating divisions with former city employees was satisfactory and certainly consistant with social responsibility. The provisions contained in Document V-1 were worked out in advance and have proven to be both fair and equitable. The only major problem encountered involved certain supervisory personnel. After a trial period some changes were made in supervisory assignments when the incumbent either could not or did not wish to perform to the upgraded standards required by the Agency. The required changes were made reluctantly and only after careful evaluation but they were necessary and improved operations resulted.

It has been found that competent, resourceful and industrious people are essential to the success of the Agency. It was learned that, when inheriting an existing staff, it is wise to closely observe the managerial people and reserve both judgement and permanent appointment to their existing jobs until the manager has had time and opportunity to carefully measure their performance in the work against the new standards and conditions. Frequently the members of middle management levels do not share the enthusiasm of a new manager nor will they readily accept the transfer of authority.

Supervisory positions are too important to be filled entirely via the seniority process. Using seniority as the prime factor has contributed many problems in the past and was the basis of some of the supervisory problems faced by the Agency when it inherited the City forces. Favoring senior employees as a reward for faithful performance should be encouraged when it can be accomplished without a detrimental effect on the operation. Senior employees should be given first consideration for higher paying jobs and for supervisory positions but only when they possess or can acquire the skills necessary to perform the work properly. As solid waste systems become more complex and management becomes more paper work oriented it is necessary for those who participate in management functions to have better basic education and training in order to perform their work in a satisfactory manner.

The Agency is now collecting approximately twice the tonnage that was collected under the former city operation where quantity was restricted and burning was permitted. Approximately the same number of crews are now being used but the per-man efficiency/production standards have been greatly increased and improved. The problem has been studied thoroughly and it has been determined that these increased production goals are not only possible - they are reasonable.

If the quality of supervision had been higher, implementation of improved production would have been much easier. The present quality of supervision is much better and further improvement will be accomplished by increased efforts, training or replacements.

D. PERSONNEL RULES AND REGULATIONS

Any large organization needs written personnel rules and regulations. In the case of this Agency they were necessary prior to the mass transfer which occured when the City's solid waste collection and disposal functions were absorbed. A substantial amount of time and effort was spent by the staff prior to the transfer in the preparation of the Personnel Rules and Regulations, which are included in the Appendix as Document V-1. Many cities were kind enough to answer the Agency's request for copies of their Rules and Regulations and their comments. From the replies received, the staff selected and edited or rewrote the most appropriate rules on the various subjects to be included.

The benefits were virtually the same as those enjoyed by the personnel of the City of Des Moines and, transferred employees retained all rights, seniority and benefits they had accrued with the city.

The staff held many negotiating sessions with employee representatives to review each and every provision prior to final adoption by the Board of Directors. As testimony to their careful preparation and value, in the second year of employee negotiations only 14 of more than 300 paragraphs were reworded in any way. For the most part the Personnel Rules and Regulations have been a satisfactory guide for both employees and the management of the Agency.

PART VI - PROFESSIONAL SERVICES

This Agency has needed various kinds of professional services on many occasions and has obtained them when necessary. Without these services it is doubtful that the Agency would have been created, or developed to the present status or even survived attacks from those who were opposed to the concept of an Agency or its projects.

Sometimes professional services can be obtained by borrowing talent from the staff of interested persons, firms or municipalities. In the case of the Agency, member municipalities contributed unselfishly when called upon to do so. Upon other circumstances the Agency has retained professional consultation and services when they were required.

The extent that such services might be required is difficult to predict for they vary greatly depending on the circumstances. For example this Agency has had to cope with two major law suits that eventually were settled in the Iowa Supreme Court. It is likely that there will be other suits before the Agency is firmly established and recognized by all who for some reason or another would challenge its authority and legality.

A. LEGAL

An outstanding example of obtaining professional services from within the Agency members has been the legal services provided by the City of Des Moines. The City permitted their legal staff to represent the Agency just as if the Agency was an arm of the City. Most of the legal documents, two law suits that eventually were taken to the Iowa Supreme Court, certain state legislation and many other matters were prepared or handled under the skillful managements of Mr. Philip T. Riley, Corporation Counsel of the City of Des Moines and Mr. M. A. Iverson, Assistant City Attorney of the City of Des Moines.

Eventually, to prevent any possible conflict of interest, the City declined to represent the Agency when the City was also involved since their legal staff would under those circumstances be obliged to represent the City's interest. At that time the Agency retained Mr. David S. Sather, a Des Moines attorney, who very ably serves as staff counsel and has devoted approximately 50% of his time to Agency affairs. At the time of the writing of this report the Agency also uses the services of Mr. John Connolly III, a Des Moines attorney, as legal counsel for special projects.

By resolution, the Agency has given the Director the authority and responsibility, to negotiate labor matters under the general direction of the Executive Committee of the Board of Directors. He has been given the additional authority to retain legal counsel for these sensitive matters. Mr. John R. Phillips, a Des Moines attorney, specializing in labor and personnel affairs has been retained in the past and has been extremely helpful as part of the negotiating team.

The use of specialists in the legal field and as described in the following sections concerning engineering, finance and accounting has been an essential element in the success the Agency has experienced to date. Many difficult problems have been encountered and overcome. The careful planning and building of a sound foundation is essential to any venture and particularly to one of this type. The Agency plans to continue the employment of specialists where their expertise can be used to advantage.

B. ENGINEERING.

The U.S. P.H.S. Implementation grant provided funds to retain the services of a consulting engineering firm to assist in the implementation of the Agency's plans for collection and disposal. The Agency awarded a contract to Henningson, Durham and Richardson of Omaha, Nebraska, to provide the required services. This was the same firm that had recommended the course of action which had established the Agency and had layed out the program to be followed for implementation.

Basically their services consisted of advising and consulting with the Agency on a continuing basis in all matters pertaining to operations, costs, financing, personnel, organizational structures, communications, public relations, site selection, equipment selection, fees, and the design of sanitary landfill sites and facilities. A copy of their contract is included in the Appendix as Document VI-1. Any organization such as this Agency must have its own engineering capability for operational purposes but it is unlikely that they could afford to have the same depth of expertise that can be obtained from an experienced firm of consulting engineers. Not only do they perform those technical functions normally associated with engineering planning and design but they also prepare the detailed cost estimates needed for budgeting and accounting for income and expenses, determine rates or fees to be charged for collection and disposal, determine capital requirements and schedules for bond issues, and provide the necessary documents, exhibits and testimony for hearings and court cases.

C. FINANCIAL

The principal source of capital funds for the Disposal Division is Revenue Bonds. To market these bonds it is advisable to engage the services of an experienced financial consultant to assist in the development and marketing of the bonds and to advise the Agency on financial matters leading up to the bond issue.

The Agency interviewed several prominent financial consultants and selected the firm of Carleton D. Beh Company of Des Moines, Iowa, to supply the necessary services. Mr. Carleton D. Beh, Jr., Vice President of the firm has been the principal representative. His firm has been very valuable in the initial preparation starting with advice on the proposed legislative program and continuing through the preparation for the bond issue. The scope of their work is detailed in the letter agreement between Beh and the Agency which is included in the Appendix as Document VI-2.

The firm of Mudge, Rose, Guthrie and Alexander of New York City was selected by the City of Des Moines to act as Bond Counsel for the anticipated Revenue Bond issue. The selection was made soon after the Engineer's Report was issued containing recommendations for revenue bond financing of capital improvements and recommendations for certain clarifying legislation concerning the powers of the Agency particularly in the financing capital improvements. Mr. Walter E. Breen is the principal representative of the firm for this client. He and his associates, together with local legal and financial consultation have been very effective in their work. The proposed legislation was passed, the amended and substituted agreements creating the Agency was adopted and the necessary documents for the bond issue are nearing completion.

D. ACCOUNTING.

The firm of Ernst & Ernst, Independent Accountants, was retained to set up and establish an accounting system for the Agency. This system has been operating and with minor changes is still in use today. A copy of the system is included in the Appendix as Document VI-3.

In addition to the original system they have examined the necessary financial statements for the proposed bond issue, consulted with the Agency with respect to the preparation of the monthly financial statements, and performed the annual examination of the financial statements.

PART VII - FINANCIAL

A. SOURCE OF REVENUE.

It was recommended in the original Engineer's Report, the Agency operate the two functions of collection and disposal as separate divisions insofar as revenue is concerned, i.e., each should be self supporting. Those who receive and enjoy collection services should pay for these services at a rate which will cover all collection costs including the cost of disposal of waste material collected and the administrative expense associated with the Collection Division. Similarly those using the disposal facilities should pay all of the costs of disposal. One service should not subsidize the other. This principal, in addition to being fair and equitable, also simplifies the issuance of revenue bonds where there is a requirement that the net revenues of the Division issuing bonds are pledged to pay the cost of that Division's activity and the debt service on the bonds. The Agency has subscribed to this principle and sets their service fees accordingly.

1. Collection.

At the time of this writing, the City of Des Moines is the only municipality that subscribes to the collection service of the Agency. Others are considering requesting this service but for a variety of reasons have not done so at this time.

A contract was executed between the City of Des Moines and the Agency, a copy of which is included in the Appendix as Document VII-1. This contract was somewhat cumbersome because it was temporary in nature and includes many special case conditions. It provided in part that the Agency would provide domestic refuse collection service, and the City would pay a fee which was nominally equal to $2.00 per dwelling unit per month. This fee was based on the Agency's estimated cost of providing the service. Included in the cost was the disposal fee the Collection Division would have to pay at the sanitary landfill sites for disposal of the material they collected. The contract was rewritten at the end of the temporary period to exclude many of the special conditions, to place it on a year to year basis and to change the terms of payment to an annual lump sum payable in monthly installments.

By ordinance, the City added Chapter 52A, concerning solid waste, to the City Code. A copy of the Chapter is included in the Appendix as Document VII-2. This Chapter contains provisions for the Agency to collect the wastes and for the City to charge and collect a fee from the residential units served.

The Agency will provide similar collection service to other members of the Agency if and when they request it.

2. Disposal.

The Agency provides disposal service at its sanitary landfill. The site is open to anyone who cares to use the facilities. A disposal fee of 50¢ per cubic yard of material, measured in the truck at the gate, is charged to all users of the site with the exception of automobiles and station-wagons which are admitted free. There is a minimum fee of $1.50. This fee can be changed from time to time as required to cover the cost of owning and operating the disposal facilities.

B. OPERATING EXPENSE.

A discussion of the operating expense of the Agency is contained in Document VII-3 which is included in the Appendix. This document in letter form was prepared by the Engineering Consultant to substantiate the financial feasibility of the Disposal Division for bond purposes but also contains information concerning the costs of the Collection Division. The letter contains cost breakdowns and schedules for debt service, maintenance, equipment, labor, overhead and administration.

C. FINANCING OF CAPITAL REQUIREMENTS

1. General.

The capital financing of the Collection and Disposal Divisions has been a story of frustration, disappointment, fortunate circumstances, hard work,and excellent cooperation and assistance from the members in general and from the City of Des Moines in particular.

It was originally anticipated that revenue bonds would be issued to raise the capital funds to purchase the required land, equipment and facilities necessary to operate the Agency's Collection and Disposal Divisions. As explained in Part IV a court test was necessary to satisfy bond buyers that the Agency and its bond issue was based on specific statutory authority that was proven constitutional. When this matter was resolved in favor of the Agency, they were further delayed because of a suit attempting to block the Agency from using the eastern site. To be marketable, the bonds must carry the certification of the Bond Counsel that states, in part, that there is no pending litigation. The Bond Counsel could not do this because of the suit. Because the site was being contested, it was also impossible for the Engineers to issue the Financial and Technical Feasibility Report showing where the sanitary landfilling would be conducted. With this second suit in the courts, the Agency was effectively blocked from selling the revenue bonds necessary for their capital needs.

Later when this suit was settled in favor of the Agency, they were free to proceed with the bond issue. At that time, during the preparation of the bond documents, it was decided to separate the capital needs of the two divisions and to issue bonds for the two disposal site needs only and a resolution was passed to that effect. Before the bonds could be issued, the Agency was once again in litigation, this time involving the second site which the Agency was working to acquire to serve the western part of the metropolitan area. The Bond Counsel could not certify that there was no pending litigation. To eliminate this problem, the Agency was forced to separate the financing of the two sites into two packages and offer bonds at that time for one site only. This was accomplished and bonds were sold. This entire process is discussed in some detail in the following sections of this Part VII.

When the second suit was filed over the use of the eastern site the Agency decided not to wait for the new site and the permanent financing in order to start operations. It certainly would have been easier if the Director and his staff and consultants could have waited but public opinion and the member municipalities were getting restless. The Director was authorized to work out alternate plans and to commence operations as soon as he could make the necessary arrangements. In the summer of 1970, plans were made to start collecting domestic waste for the City of Des Moines and providing disposal facilities for the entire area without permanent capital financing.

On November 1, 1970, the Agency took custody of and began operating the existing disposal site (previously operated by the City of Des Moines). This site received most of the waste from the entire metropolitan area. At the same time, the Agency began operating the domestic collection service previously operated by the City.

To acquire collection and disposal equipment, the Agency agreed to purchase the City's equipment at a price to be determined by independent appraisers. The City agreed to stretch the payments for this equipment over the useful life of the equipment. Old packer trucks and old landfill equipment was scheduled for 1 year purchase. Medium age equipment was scheduled over two years and late model equipment -- 3 years. This permitted the City to dispose of their equipment at a fair price and the Agency to acquire what was necessary without an immediate capital outlay. Both benefited from this arrangement.

Because the Agency had no garage, maintenance or parking facilities and no capital funds to acquire them, the City rented their facilities to the Agency and provided maintenance services to the Agency on the same basis as if the Agency was a division of the City. There was inconvenience, occasional misunderstandings and confusion, and infrequent harsh words on the lower operating levels, but even under these difficult circumstances a workable arrangement was possible. This is largely due to the spirit of cooperation which has existed between the City and the Agency.

The Agency discontinued the use of City furnished maintenance approximately one year after start of operation, and operated its own limited maintenance facilities and contracted out the major maintenance and repair work, for a period of time. The Agency is now occupying leased facilities which include offices, personnel facilities for the Collection Division, parking and major maintenance shops. The Agency will at sometime in the future purchase facilities for these functions either at the present location or elsewhere and at that time may issue revenue bonds to acquire the necessary capital.

Replacement of equipment is now scheduled into the rate structures. Several new purchases were financed through bond anticipation notes and lease purchase agreements - remaining purchases will probably be made from the equipment replacement fund.

2. Collection.

The Agency has bank financed on the basis of Bond Anticipation Notes, purchases of replacement trucks to be paid for from operating revenue over 3 years. Approximately two-thirds of their active daily fleet has been replaced by this method. Bids will soon be received for additional collection vehicles which will replace the final one-third of their active fleet assigned to daily route work. All collection vehicles needed for daily collection service will be less than 4 years old. Future purchases will be made from operating revenue on a cash basis from funds accumulated in an equipment replacement fund.

3. Disposal.

a. General

Particularly frustrating to the Disposal Division has been the lack of capital. Without capital the Agency could not pay for the new landfill site and needed improvements although there was a purchase agreement in effect that permitted immediate occupancy when the land was paid for. As a result, they were forced to continue operations at the old City site which was deficient in cover dirt and limited in capacity.

Not only was the Agency denied the use of a badly needed site, they were faced with the expense of paying a substantial continuing fee to hold the land for their eventual use. The Director was forced to renegotiate the purchase agreement several times or face the loss of the site.

In October of 1971, the Agency was forced to move to the new site when the remaining capacity of the old City site was exhausted. An Agreement was negotiated with the land owner to rent the site at a rental price which was in excess of what the cost would be if it were owned. In February, 1972, it was necessary to renegotiate the rental agreement again and pay a price which was even more expensive. At the time this report is being written, the Agency has sold revenue bonds for the Disposal Division and has paid for the land, outstanding obligations on the landfill equipment and is contracting for the construction of the permanent site improvements.

b. Revenue Bonds for the Disposal Division

The Engineering Report recommended two sites, one each in the eastern and western parts of the service area. This was based on technical reasoning and is consistant with the needs of the community. In addition, the Agency has made commitments to the people to follow this recommendation. At the time of this writing they are operating the eastern site and working to acquire the second one to be located in the western portion of the service area.

The capital requirements for one site operation and for two site operations are shown in Document VII-3 which is included in the Appendix.

In December 1969, the Board of Directors authorized a $2,250,000 bond issue for the capital needs of the two divisions. This act plus the amended articles of agreement creating the Agency set the stage for the court cases, which tested among other things, the legality of revenue bond financing of the capital needs of the Agency. When the Supreme Court of Iowa rendered a favorable decision in September 1970, the Agency was ready to issue bonds but by this time, they were involved in a second law suit defending its rights to use the eastern site. Until that suit was settled, the Bond Counsel could not certify that there was no outstanding litigation involving facilities to be purchased with the bond proceeds. Without this certification, the marketability of the bonds was clouded. The suit was settled in the Iowa Supreme Court in favor of the Agency in June 1971.

With the suit behind them, the Agency made preparation to issue the bonds as originally planned to raise the funds for the capital needs of the Collection and Disposal Divisions. There were many people involved. The basic documents were prepared by the Bond Counsel, and the Financial Consultant with assistance from the Agency Director, the Agency's legal counsel and the Engineering Consultant. Later it was necessary to explain the documents, provisions and procedures to representatives of all the member municipalities and negotiate changes to produce documents which would accomplish the intended purpose but be acceptable to all interested parties.

One major revision was made that revised the basic plan for the financing of capital needs. Since the City of Des Moines was the only member of the Agency using collection services provided by the Agency, many of the other members objected to the single bond issue for collection and disposal. Under the terms of the bond issue as provided in the several documents, all members would be bound into the Agency and obligated to see that the revenues were produced for both collection and disposal as long as any bonds were outstanding. The general feeling was that each entity not served by the collection service would be forced to bear a portion of the responsibility for the collection equipment and facilities and would not benefit from its use, therefore, they should not bear any of the potential cost of a termination of the collection contract. As a result, it was decided that the bond issue should be for disposal purposes only. The negotiations and revisions then centered around how to separate the collection liability from the disposal liability. Finally the liability was agreed upon and many other miscellaneous matters were settled.

In all there were some 15 separate drafts required to reach agreement on the final acceptable documents. Some 10 attorneys were involved in the drafting process and a final group of 5 attorneys representing Des Moines, West Des Moines, Pleasant Hill, Windsor Heights and the Agency and its Bond and Financial Consultants were selected to finalize the Resolution, Rate Ordinance and Solid Waste Agreement. The documents which were agreed upon and which are included in this report should be a valuable guide to others contemplating a similar cause of action.

In the spring of 1972 each member of the Agency had agreed to the terms of the bond documents and the Board passed a resolution revising the original authorization for $2,250,000 in revenue bonds for collection and disposal and providing instead for a $2,000,000 issue for disposal only. Included in this sum were funds for land, improvements and equipment for two disposal sites, i.e., Metro Park East, the one site they were operating in the eastern part of the service area and for one additional future site to be located in the western part of the service area. This western site was not yet under the Agency's control but the process of acquiring this site was well along and it appeared that the Agency would acquire this site and receive the necessary Special Use Permit from the County and the State Permit.

Before the bonds could be advertised and sold, the Agency ran into legal difficulty in connection with the acquisition and use of the western site. Citizens in the unincorporated area where the site would be located objected to the site and as a result the adjacent town moved to annex the area. The resulting zoning and other problems made it impossible for the Bond Counsel to certify that there was no outstanding litigation concerning facilities to be purchased with the proceeds of the bond issue. The Agency expects to resolve these difficulties and eventually obtain the site free of litigation but for the time being, they were stopped again. This time the delay was minimal. The bond issue was cut to $1,500,000 to cover the cost of one site with provisions to issue $500,000 of additional bonds at a later time for a second site.

The bonds in the amount of $1,500,000 were sold in December of 1972 at an extremely attractive rate of 4.39%. The issue received a Moody's Investers Service Rating of "A".

Although the Agency has had many difficulties, which are described in this report, they have been overcome one at a time and each time the result has been extremely satisfactory. This first bond issue at the interest rate received is an indication that the Agency is legal, financially sound and that the documentation was convincing to the bond buyers.

There are four bond documents, important to this issue, which are included in the Appendix.

The first, Document VII-4 is the "Solid Waste Resolution Authorizing the Acquisition and Construction of the Disposal Project". This is a lengthy document covering membership status, a definition of the project, the bond terms and provisions, revenue disposition and other pertinent information. The document is the Agency Board Resolution and needed only the Boards approval.

The second, Document VII-5, is the "Resolution Authorizing the Issuance and Sale of $2,000,000 of Bonds--". This document was required by Chapter 394.8 of the Iowa Code - it authorized the bond issue, designated the class of membership and authorized the execution of the Service Contract. This document needed entity approval.

The third, Document VII-6, is the "Solid Waste Disposal Service Contract", which defines the member entities roles in the Agency disposal projects. It also defines the Agency obligation to the entities and vice versa. This document needed entity approval.

The fourth, Document VII-7, is the "Ordinance Authorizing the Levy and Collection of Rates, Fees, etc.". Chapter 394.9 of the Iowa Code requires that each entity must authorize the collection of such rates or fees required to operate the disposal project. The ordinance established the rates and fees to be charged for the disposal service. Each entity was required to accept and pass this ordinance.

These four documents bind the members together as a cohesive unit, assure the continuity of the project and protect the interests of the members of the Agency and the bond buyers.

PART VIII - SITE SELECTION

A. GENERAL.

The site selection process is a complicated matter involving environmental, social, economic, legal, political and availability factors. The conditions under which these factors appear and the order in which they are considered, vary from community to community, from site to site and from time to time.

The first two factors are reasonably simple. Either the site is environmentally and socially acceptable (or can be made acceptable) or it is not. If it is not, the site is deleted. Except in a few cases where first rate sanitary landfills have been the rule rather than the exception and where the final use plan would be more acceptable than the existing land use, the site neighbors will usually claim the site location is not socially acceptable. This is a subjective problem which must be considered and a careful judgement made in the public interest. Environmental factors are objective and require considerable investigation as described in this part.

Economic factors are reasonably straight-forward. They include costs of transportation, haul roads, land, site development, operations, financing, and corrective measures to meet social and environmental needs.

Legal factors are similar to social and environmental factors. If the site is legal, it can be considered, but if it is not, then a judgment must be made as to whether the law can and should be changed. We are not suggesting that law should be changed to enable landfilling where it would not be in the public interest but frequently the law pertaining to modern solid waste practice is obsolete or technically incorrect. In such cases changes may be beneficial. It is necessary to consider the potential for success if changes are sought and the consequences of the delays while pursuing the changes.

Political factors are quite real and must be considered. For a variety of reasons political leaders, acting on their own initiative or in response to their constituency, may support or oppose any particular potential site. How to initiate or respond to this influence depends on the individual situation but a carefully planned approach is always necessary.

The largest single problem facing the Agency's staff in finding suitable land for sites is availability. Although the state statutes provide for condemnation and the courts have upheld the law, the Agency's Board of Directors have adopted the policy of not using the right of eminent domain. Therefore the staff must find a willing seller and be able to negotiate an equitable sale price. The purchase of land for public use without eminent domain can be difficult but in the case of sanitary landfill sites the process is complicated by the social and economic pressures exerted on potential sellers by his neighbors against selling. These pressures can be enormous and as a result many excellent potential sites have been withheld from the market.

The Agency has worked with several real estate agents to find land which could be considered although in general most agents expressed little interest in spending much time or effort in finding sites without inducement in the form of a retainer or finder's fee which the Agency has declined to offer.

B. CRITERIA.

In general, the following criteria is used in potential site selection.

1. Land Use.

The present land use must be compatible with sanitary landfilling. There is nothing inherently objectionable in proper sanitary landfilling but it is a quasi-industrial activity and as such should be located where it will not cause a sight, noise or traffic nuisance. In considering compatible existing land use, it must be recognized that the duration of the landfilling may be limited. Therefore, land which is presently undeveloped or used for agricultural purposes (although it may have some other zoning) may be suitable for an interim land use as a sanitary landfill. If the present land use is not compatible with sanitary landfilling, the site should be deleted from further consideration.

Zoning permits are also legal matters. It is necessary to comply with all state and local laws and regulations. If the zoning and regulations are not compatible with the locating, siting and operation of a disposal facility and the intended facility would otherwise be acceptable, changes and exceptions can and should be requested.

2. Access.

The site must be accessible to highways or major arterial streets for three reasons:

a. The haulers need heavy duty roads to transport the loads without damaging the road structures.

b. Major streets or highways reduce driving time and thus lower hauler costs.

c. The additional vehicular traffic generated by a disposal facility is of little consequence to normal traffic flow on highways or major arterial streets which can carry a relatively high number of vehicles per day. But the same amount of traffic would cause a nuisance if routed over local streets which can carry very few vehicles per day.

Of these three reasons for good access roads, the first two are economic factors and the third is social.

Roads which are inadequate structurally can be rebuilt if necessary. Roads which do not permit rapid movement of loads are expensive to the hauler but they can be used. The rebuilding cost and the transportation costs then should be considered along with other economic factors.

The nuisance factor of traffic may be correctable. The local street could be rebuilt to adequately handle the traffic or a different route could be constructed. This would then become an economic factor. If the nuisance factor is not correctable, the site should be eliminated as socially undesirable.

3. Environmental Acceptability - Surface and Subsurface Testing.

To be considered as a potential site, it must be possible to develop and operate it in a pollution-free manner. The details of this item of criteria are usually included in state and/or local regulations. From a siting standpoint, the major consideration is potential surface and ground water pollution. If the site, in its natural state is not suitable, it is possible that corrections can be made to make it suitable, but if so the cost of the correction must be considered with other economic factors. If the site is not suitable and not correctable, it should be deleted from further consideration.

Modifications necessary to prevent ground water pollution (through sealing or leachate collection and treatment systems) may be practical although they will usually be expensive.

It is necessary to understand the subsurface conditions of a site before it can be designed into a sanitary landfill or even seriously considered as a potential site. The procedure followed by the Agency consists of a multi-staged surface and subsurface investigation.

In the first stage, existing information is gathered such as: adjacent well logs, soil maps, topographic maps, aerial photos, regional geological data, and visual on-site inspections.

The second stage consists of reconnaissance drilling. On several occasions the Agency has been able to secure the use of the City of Des Moines' portable trailer-mounted drill rig for this work. Where this rig was not adequate, commercial drilling was obtained. This drilling is used to establish the general soils conditions. If these conditions are unfavorable, the site is rejected from further consideration. If favorable, the site can be further considered subject to the findings of the final and more extensive drilling programs.

During the reconnaissance drilling visual soils classifications are made and rough profiles are established. (Laboratory tests are not normally included). Usually this work can be accomplished in one day. On several occasions, sites were eliminated with as few as 3 holes when the boring showed predominately saturated fat clay or predominately sand with high water table.

If a site has been selected for purchase after favorable evaluation of all items of criteria, the purchase agreement usually has a provision concerning suitability of the subsurface conditions which are determined after the final drilling program. This final drilling program is designed to secure the detailed information necessary for the approval of all concerned regulatory authorities and for the design of the site.

In the past the consultant has designed drilling programs based on the date obtained in the first two stages with the option of adding, deleting or modifying the program as final drilling progresses.

The extent of the final drilling for regulatory approval purposes will vary with the requirements. The drilling for final design purposes is discussed in Part XI of this report.

4. Adequate Cover Material.

To be considered, a site must have cover material available in adequate quantities and of adequate quality. This criteria item involves both environmental and economic factors. There must be enough cover material to provide daily cover to prevent blowing papers, maintain sanitary conditions, control fires and to provide final cover for future land use. The quality of the material is a relative matter. In some parts of the country all of the available sites have poor quality material, some worse than others. Many authors list sandy loam as the material to be used and any operator having this material would be fortunate indeed. The selection of cover materials however must be made from what is available. Most soils can be used from an environmental standpoint but some remedial action might be required.

The quantity and quality of soil can have an enormous effect on the economics of a site.

The total quantity of waste material that can be placed in any given site is frequently limited by the amount of cover material available. This directly affects the amortization of land costs and the amortization of the site development costs. In addition, the cost of site operation will vary considerably depending on the characteristics of the soils that influence drainage, traction, and freezing.

5. Minimum Driving Distance.

A site should be located as close to the source of waste as other factors will permit in order to minimize the hauling cost. In many cases, the cost of hauling the waste to the site is equal to or exceeds the cost of disposal at the site. This is an extremely important economic item which will usually exceed other economic factors. Modern engineering techniques now include mathematical modeling enabling consideration of this cost factor in the selection of sites and facilities.

6. Economical Land Cost.

This item of criteria is important but often grossly overrated. Many economic factors are more significant. For example, in the case of the Agency's eastern site, the land cost was approximately $240,000 for 400 acres. This site has a total potential of 14,000,000 cubic yards or approximately 7 million tons. At the current cost of approximately $2.00 per ton, the total cost of filling this site is $14 million. The land cost represents only 4% of the total disposal cost including financing. Of course, this site is a multi-lift site with a very adequate supply of cover material. If the site were a one lift cut and cover operation, the land cost could be several times as significant but still minor when other items are considered.

7. Terrain Features.

This item includes topography, ground cover and drainage. These items affect the cost of development and operation and must be considered as an economic factor in the selection of sites. They may have a significant effect on the total waste capacity of the site which will also influence the unit land cost and unit development cost.

As a general rule, it is advisable to first consider the high ground or uplands. Usually the soil is deeper, there are fewer ground water problems and in many cases there is no drainage from other land passing through the site.

8. Final Use Plan.

The final use plan for any potential site will have far reaching social and economic effects. This is best explained by a factual example. In the case of the previously mentioned Agency's eastern site, the site will ultimately be developed for public recreational purposes. Included in the design is a championship 18-hole golf course, sports areas and open space. The Agency's Board of Directors have offered to donate the land upon completion to the Polk County Conservation Board who in turn have officially indicated that they will accept it when the Agency has completed their use and the preliminary development. At the completion, the site will have been graded for the intended land use, the major hard surface roads will be in place, there will be permanent buildings, utilities, fencing and landscaping.

This intended final use plan had a significant effect on the County Zoning Board of Adjustment when they considered the granting of the required Special Use Permit.

The design of the site permits multiple lifts of refuse and thus the 14 million cubic yard capacity.

If some other final use plan had been required which limited depth of fill, the capacity may have been severely reduced and thus the unit land and unit development cost increased. The Agency considered the granting of the permit and the large site capacity major achievements which were gained at a relatively small cost.

9. Availability.

The land must be available for purchase either because the owner is willing to sell or because the purchaser has the right of eminent domain over the land and is willing to exercise this right. Sometimes site selection may be reduced to the single question of: What is available that can be used?

C. COUNTY SPECIAL USE PERMIT.

The zoning regulations of Polk County provide for sanitary landfills within certain zoning classifications. However, in addition to required zoning, a "Special Use Permit" is also required for sanitary landfill usage. The Board must hold hearings and consider each case on its merits based on certain criteria contained in the zoning ordinance, which is included in the Appendix as Document VIII-1.

The Agency has been successful in obtaining a special use permit for the present site which is known as Metro Park East and located approximately 10 miles east of the Des Moines City limits. For details of this special use permit hearing and subsequent court cases ending in the Supreme Court of Iowa, see Part X of this report.

The Agency was unsuccessful in two other applications for a special use permit for an additional site to serve the western portion of the service area, however, through the determined efforts of the Agency staff and recommendations from the Iowa State Geological Survey, the Agency has now been successful in their latest attempt and have both the County Special Use Permit along with the State Department of Environmental Quality Permit on the Western site.

It would be useful to discuss the unsuccessful permit applications for the benefit of those who may face similar problems. In the first unsuccessful case, the procedure developed in the previous successful application was followed. Very detailed site development plans were made. Models were constructed to show present and future topography. Subsurface geology was investigated and drilling logs and profiles were displayed. Careful analysis was made of potential pollution problems and adequate safeguards were developed. Additional data concerning traffic, and other social factors were presented. The land was suitable in all respects and met all of the criteria which has been discussed in the preceeding sections of this part. Favorable testimony or depositions were obtained from responsible Planning, Soil Conservation and State Health Officials.

The application to the County Zoning Board of Adjustment was made after unanimous approval of the Board of Directors of the Agency. This Agency Board consists of elected officials of all of the cities and towns in the county and county officials. These officials when authorizing the Agency's request for the permit were acting upon the specific instructions of their city or town council or county board of supervisors. In effect, it was an application made by all of the cities, towns and the county.

Unfortunately, the opposition to the use of this land for a sanitary landfill site was influential, well organized and very effective. It consisted of several immediate neighbors and others who lived or had interests several miles away from the site.

There is little doubt that if these two opposing views were presented under the rules of a court trial before a judge, the permit would have been granted but the hearings are rather informal and each member of the Board of Adjustment must vote as he sees the issues. Much of the testimony of the opposition would not have stood up under formal cross-examination and much of the evidence would have been discredited if formal procedures had been followed.

There is also a time factor involved. Usually hearings before this Board are brief and seldom last longer than one hour. This hearing lasted most of the day and could have lasted two days or more if each point made by the opposition which should have been challenged had been challenged. It was not that the

Agency did not care to go into these matters due to the time and effort involved, but it was reasoned that continuing the hearing would only tire and alienate the Board who had already heard more than enough. Perhaps there was a false sense of security and confidence since the Agency's case was felt to be overwhelming and the previous application had been granted. It was also felt that the Board was well aware of the false assumptions and baseless claims made by the opposition but this was a mistake. The Board voted to deny the permit but stated that they recognized that the Agency needed a western site and would consider other locations at another time if application were made.

The lesson to be learned here is to pursue each case down to the last debatable item and be prepared to challenge any claim made by the opposition which cannot be supported in fact. Previously, the plan was to present a careful case for the approval of the application. This was a correct approach but it is also necessary to anticipate each move the opposition may make and include counter points as part of the affirmative presentation.

The second unsuccessful application will not be explained in this report for there is no applicable lesson to be learned. It was a special situation which probably does not have application elsewhere.

D. STATE REGULATIONS.

In the summer of 1971, the Iowa State Health Department held hearings on proposed regulations concerning solid waste disposal projects. The Director of the Agency representing the single largest operator in the State, a Committee of the Iowa Chapter of the American Public Works Association with the Agency Director as Chairman, and other interested and knowledgeable individuals and organizations met with the State Health Department and other State Officials to produce adequate and workable rules and regulations. As a result of these meetings and efforts, the regulations which are included in the Appendix as Document VIII-2 were adopted with an effective date of October 1, 1971. These regulations are included in this report to show the conditions under which the Agency must operate. The Agency staff and Engineering Consultant does not agree with some of the provisions but in general they are reasonable and offer a high level of protection to the public health and welfare. The regulations as adopted are only similar to those which were proposed in the original draft. The State made the necessary modifications to produce the final document after considerable expert testimony exhibited the need for changes. This is an excellent example where industry and government can cooperate and produce a final result that is mutually advantageous.

PART IX - SITE ACQUISITION

The acquisition of land for a sanitary landfill is normally not a simple real estate transaction. The degree of complication may depend in part on the legal, political and financial status of the purchaser; the state and local laws and regulations prevailing at the time of purchase; the attitude of the community and site neighbors concerning sanitary landfills; the particular location and geological condition of the site in question; and the time involved between purchase agreement and operations. The remarks contained in this part of the report describe some of the problems encountered in the site acquisition process and the actual acquisition of Metro Park East, the sanitary landfill site which is owned and operated by the Agency. They are based in part on the conditions which prevail in the service area of the Agency and the laws of Iowa and Polk County but may have general applicability to other situations and other political jurisdictions.

The first efforts were made to locate a suitable site in the southwest general area. The original report had located a suitable site that fully met the criteria set for site selection. There were problems associated with this site that could be overcome provided the local governing bodies would cooperate. The land on the edge of and included within a large rural area which had been mass zoned as suburban residential. The land use was agricultural with a few private residences nearby. These residences, however, were situated in such a way as to be uneffected by the site operation. There were some residences within the land proposed for purchase that could have remained or been purchased at the owners option.

This particular site was located immediately across the county line into another county, not a member of the Agency. In addition to rezoning, it was necessary to obtain a special use permit for the operation of a sanitary landfill.

The intent of the Agency was explained to all proper officials of this county, their aid was requested, and they expressed a willingness to cooperate. The site neighbors however were not willing to cooperate and organized a highly effective counter campaign. At the public hearing where the site acquisition was discussed, the organized opposition presented such a bad picture of the proposed sanitary landfill operation, the county officials became uncooperative.

In light of the emotional atmosphere and the political and economic background activity, the Agency could not overcome the opposition. An attempt was made to counter the opposition's erroneous claims with facts but the atmosphere was unreceptive to facts. Several of those appearing in opposition used data from the report out of context and exaggerated the conditions. In fairness it appeared that many of the opponents were trying to present their views as they saw the situation and probably did not deliberately distort the presentation. They were looking out for their own interest and did a highly effective job of it.

The whole situation was highly frustrating for the Agency and many of its members who were working very hard to acquire this site. The Agency realized it was being beaten for reasons which were unfair, but they were nevertheless beaten. The Agency needed the approval of the County Officials from this neighboring county, but they were not about to grant the necessary zoning and permits for the Agency to transport someone else's garbage into their backyards. This site situation was finally resolved when another prospective buyer purchased the land from the seller and removed it from the market.

Concurrent with the activity to purchase this site, the Director was able to negotiate an agreement which could lead to an option on another site within Polk County, a member county of the Agency. This site was smaller and less suitable than the first site selected but would be acceptable and was in the same general southwest part of the metropolitan area. If an option could have been obtained on this property it would have been held as an alternate site to be used if the primary site proved unobtainable..

Hearings were held for public comment and these hearings which actually preceeded the first hearings resulted in similar hard feelings. People simply would not permit the development of a "dump" in their area. Resistance came from miles around and was highly effective. The Agency Board of Directors authorized the taking of the option but no steps were taken at that time to do so. It was felt that the first mentioned site was still a distinct possibility and a better site.

Each of these two sites were test drilled in a preliminary manner to determine the suitability of the subsurface soils. They both appeared to be acceptable.

A third site became available, located a few miles into the adjacent county first mentioned. This site appeared less objectionable to the neighbors and after consultation with the County Officials they indicated they were willing to listen to affirmative arguments. The negotiations on this property were highly complicated by the fact that it was an estate involving three executors and many heirs. After several meetings and consultations with the Agency's site committee, permission to drill this site was granted. The preliminary borings however showed that this site was unsuitable and it was not pursued farther.

The Agency has the right of eminent domain although it must be exercised through one of the member political jurisdictions. The Board of Directors of the Agency however has adopted the policy of not using this method of acquiring land because they feel it is politically unacceptable. They can change this policy but up to the time of the writing of this report the Director has had to find willing sellers and this has been difficult. It is further complicated by the desire to conduct negotiations quietly and out of the public's view. The objective is to obtain an option which will bind the seller before knowledge of the potential sale is made public. The seller is often subjected to social and financial pressure not to sell by neighbors and general objectors. The option permits the Agency to abandon the purchase after the full facts are disclosed at public hearings and Board meetings if that is the wish of the full Board of Directors.

The public information trips described in the Narrative were found to be extremely useful. Although potential site neighbors were not converted from hostile advisaries to either supporters or non objectors, others and particularly the civic leaders and municipal and county officials gained an understanding of what a proper sanitary landfill looked like and how it could be operated in a nuisance free manner. Their support is necessary to the acquisition and use of sanitary landfills.

To show that the Agency was truly pursuing the two site policy, the next site considered was a site on the eastern edge of the metropolitan area. Using criteria similar to that described in Part VIII, the Agency selected a parcel of land which was being used as a farm and located in eastern Polk County approximately 10 miles east of the city limits of Des Moines. This land was not in the immediate area recommended by the

Engineers in the original report but was in the same general area - namely the eastern part of the county. If the Board of Directors had authorized the Agency staff to use the Agency's power of eminent domain, a site probably would have been acquired elsewhere but the Board would not and therefore the staff confined their search for sites to those which were offered to the Agency by a willing seller. This site is a good one and may be physically superior to other potential sites in the recommended area. The primary difference is in access. The recommended area was located near an exit of the interstate highway system, whereas this site is immediately adjacent to an excellent divided state highway although several miles further from the centroid of the waste to be delivered to the site. The only disadvantage of this site is the increased haul cost in driving a few miles further. This added haul cost was carefully considered but the political realities of site selection and acquisition indicated the site was a good compromise.

The subsurface conditions of the site had been checked in a preliminary drilling program and the Engineers had determined that the site was acceptable from a geological standpoint. The site also met all of the other site selection criteria. The Engineers then designed a complete testing program to investigate the subsurface conditions in the degree of detail necessary to confirm the preliminary finding, develop the information necessary for the design of the site development and operational plans and to determine the refuse capacity of the site.

The formal soil testing program, completed by a professional testing laboratory under the Engineers direction, confirmed the preliminary finding and showed that the site had more than adequate quantities of suitable cover materials available. It also showed that there would be no problems with ground water pollution.

Development plans of this 400 acre site were prepared in accordance with a previous agency decision to dedicate the final use of the site to public recreation-specifically a golf course, other recreation and to open space. This final use plan permitted the site to be designated for a very large volume of refuse.

Dedicating the final use of this site to public recreation and open space precluded the Agency from selling the site upon completion of the filling and thereby eliminated the possibility of recovering the $240,000 cost of the land purchase. The Agency Board felt that the public relations benefit would more than off-set the value of the land. Even though the Agency held a purchase agreement and it appeared that they would be able to finance the purchase it was still necessary to obtain a Special Use Permit from the County Zoning Board of Adjustment. The law requires this permit even though the land was properly zoned for sanitary landfilling. The County Board must consider many elements when deciding whether or not to issue the special use permit. The County Board did grant the permit and it is believed that the final use plan had a favorable effect on the Board.

The Engineers first designed a preliminary set of plans for the site development. This set included concrete entrance roads, fencing, a combination scale and entrance building, water supply, electric power supply, a maintenance building with office, personnel facilities and equipment yard, landscaping, area lighting, entrance sign and the layout of the golf course and recreational areas. The plans also showed the subsurface geological conditions and other useful graphics to be used at the Special Use Permit hearing before the County Zoning Board of Adjustment.

A conditional purchase agreement was negotiated and signed in March of 1970. A copy of the purchase agreement "Offer to Buy Real Estate and Acceptance" is included in the Appendix as Document IX-1.

This agreement contains provisions in Part I, paragraphs A thru D, which void the agreement if the Agency cannot finance or use the site. Paragraph A concerns zoning. It was necessary to obtain a Special Use Permit from the County Zoning Board of Adjustment. This permit was obtained as described in Part VIII of this report.

Paragraph B concerns financing. The authority of the Agency to issue revenue bonds was being tested in the courts at the time the agreement was negotiated. This matter has been resolved in favor of the Agency. See Part VII of this report for details and the status of this bond issue.

Paragraph C concerns permits and approvals from state and local authorities. When the agreement was negotiated, the state regulations had not been adopted nor had the detailed subsurface soil testing program been accomplished. Preliminary borings which were conducted with the owner's permission before the agreement showed the site suitable from an operational standpoint, but it was unknown what subsurface or operational requirements the state would impose in their regulations. These regulations have been adopted and the Agency has applied for and received the state permit. In fact, the Agency has the first permit issued for an operating site in the State of Iowa.

Paragraph D concerns legal restraints. It was anticipated that the Agency would be sued if they received a Special Use Permit and attempted to use the site. This did occur when neighbors of the proposed site attempted to prevent the use through court action. The case was finally resolved in favor of the Agency in the Supreme Court of Iowa. See Part X for details of this suit. The Agency is not anticipating other legal action but the provisions of this paragraph could be used if the Agency was denied use of the site on legal grounds prior to final payment.

Anyone purchasing land for use as a sanitary landfill should include these and/or other conditions in the purchase agreement to protect the purchaser in the event the site cannot be used. If the site was used as a farm and the highest and best use of the land was agricultural, and was priced accordingly, the land could probably be resold at a minimal loss in the event the land could not be used for landfilling. However, the price of land is frequently based on a highest and best use which is greater than agricultural, or a negotiated premium price must be paid. In this event a resale would have to be to some developer or speculator and a potentially larger loss may be involved in the event the land for some reason could not be used for sanitary landfilling and had to be resold.

This agreement contains some other provisions which may be of interest to potential purchasers of sites other than the usual essential element found in a sales contract.

The purchase agreement provided for a six months termination period. At the end of this period the Agency was not in position to pay for the land because the bond issue was being held pending the outcome of litigation. An "Extension Agreement" which is included in the Appendix as Document IX-2 was negotiated. This agreement provided for compensation to the seller in the form of an annual interest payment on the amount of the previously agreed sale price in consideration for holding the property available for purchase by the Agency when they were able to do so.

The extension covering a five-year period also provided that the Agency would pay taxes, assessments and certain other items of expense.

In September, 1971, a letter of intent to use the site for sanitary landfilling was sent to the seller and acknowledged by him. This letter provided for a $2,500 per month payment in addition to other payments and covered a five month period. The letter is included in the Appendix as Document IX-3. At the end of this five month period, an agreement was negotiated extending the time at a higher rate of payment. The Agency began using the site on October 1, 1971 and is operating it at this time.

The Agency completed the original purchase agreement upon sale of bonds as described in Part VII. All special payments to the seller other than the lump sum purchase price have ceased.

It is recommended that professional real estate appraisers be employed to appraise any land which is being considered. Their expertise is valuable in establishing a proper purchase price range for negotiating purposes and in addition provides creditability with the public once negotiation results are announced.

The Iowa Statutes and the Supreme Court of Iowa decisions permit the Agency the power of eminent domain indirectly through its member municipalities. The Agency's Board of Directors has decided against using this power, up to this time, preferring instead to negotiate the purchase of available land from willing sellers. They have, however, investigated this method of acquiring property and may use it in the future if conditions warrant. Document IX-4, which is included in the Appendix, is a letter from Mr. M. A. Iverson, Assistant City Attorney of the City of Des Moines, to the Agency covering many aspects of this process. It is included, for informational purposes, for those who may contemplate using this method of acquiring property.

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PART X - LAW SUITE TO USE SITE

Neighbors of the eastern sanitary landfill site tried to block the use of this site through a court action which was finally settled in favor of the Agency in the Supreme Court of Iowa.

Events leading to this Supreme Court decision began with a purchase agreement between the land owners and the Agency. The land was being operated as a farm in an unincorporated portion of Polk County, zoned A-1, Agricultural District under Polk County Zoning Ordinance. One of the expressly permitted uses of A-1 land is sanitary landfills but the Ordinance also requires that (prior to the use of land for that purpose) a Special Use Permit must be obtained from the County Zoning Board of Adjustment. (See Document VIII-2)

The Agency applied for the Special Use Permit and a hearing was held by the County Board on May 21, 1970.

This hearing was a major undertaking involving extensive preparation. Several members of the County Board said it was the most thorough presentation they had ever heard. The Director with his legal and engineering consultants realized that this was a vital matter requiring their best efforts and it was successful.

There was opposition of course, but they were not as well prepared nor were they armed with graphics and factual data as presented by the Agency. Their chief attack consisted of protesting by site neighbors claiming potential pollution, traffic, noise and other nuisance and the reduction of property value. Although they lost in their efforts to defeat the granting of the Special Use Permit, they did not end their efforts at this point. The neighbors filed suit against the County Zoning Board of Adjustment in the District Court attempting to overturn the decision of the Board.

The plaintiffs delayed the case at every possible point. They took all of the time legally allotted between each of the several steps involved in the legal process. They even requested and were granted extra delays for a variety of reasons. The Agency on the other hand took every legal way to advance the case in the minimum time. One tactic was tried unsuccessfully by the Agency to bypass the entire District

Court process and move directly to the Iowa Supreme Court charging that the District Court had erred when the suit was permitted to proceed with the County Zoning Board of Adjustment as the only defendant. The Agency claimed in part that they were denied adequate defense by the District Court when they were not named as co-defendants. If this had been successful, the Supreme Court could have assumed original jurisdiction and the time for the lower court suit could have been avoided. It was not successful because the Supreme Court declined to receive the case directly and instead instructed the lower court to include the Agency as a co-defendant. Time was lost, but it appeared worth the gamble.

The Agency and the County Board prepared for a vigorous joint defense. The preparation was to take two paths. One path was basically legal involving the matters of the authority and legal status of the County Board and their procedures. The other path involved technical matters concerning sanitary landfilling and the associated activities. The County Board was represented by an attorney who normally represents them. The Agency was represented by a member of the legal staff of the City of Des Moines who had been acting as the Agency's legal counsel, plus the Director and the Engineering Consultants.

When the case finally came to trial in late October 1970, the judge permitted all of the technical information which had been presented at the permit hearing to be reintroduced, not so that he could substitute his judgement for that of the Board, but to assess the adequacy of the information upon which the Board based its decision.

The plaintiff also presented arguments attempting to prove potential ground water pollution, nuisance and depreciation of property value. These arguments were effectively thwarted by direct testimony from the Engineer Consultant's staff personnel and by cross examination of the plaintiff's chief expert witness. The effectiveness of the defense was due largely to the thorough preparation of the case and the familiarity the defense lawyers had with the technical matters involved. To be effective in technical matters the lawyers were instructed to the point that they completely understood what was to be brought out in direct and redirect testimony and what points should be pursued in cross-examining the plaintiff's witnesses.

The District Court heard the appeal on September 28, 1970.

A copy of the findings and conclusions are included in the Appendix as Document X-1. It is interesting to note that the reason District Court Judge Wheeler heard a repeat of all of the testimony presented at the Permit Hearing was, not to substitute his judgment for that of the Board, but to test the sufficiency of the evidence. On October 26, 1970, Judge Wheeler ruled in favor of the Board and the Agency. The plaintiffs appealed.

The case was ultimately decided in the Iowa Supreme Court in July of 1971. A copy of the decision (188 NW 2d 860) in favor of the Agency is included in the Appendix as Document X-2.

There was much legal maneuvering involved in the court cases which is not cited in this report but briefs, appeals, cross appeals and various motions can be obtained from the legal counsel listed in Documents X-1 & 2.

It has been speculated that there were two motives behind the suit. The first being that they might be successful in their suit and therefore the permit would be nullified. The second motive being a delaying tactic. The plaintiffs, as well as the community as a whole, knew that the Agency had a pressing need for a site and that a delay would be troublesome at the very least. It may have been reasoned that a suit and the subsequent delay could cause the Agency to abandon efforts for this site and go elsewhere. The Agency, however, was determined that this would not be allowed to happen and resolved to continue their fights for this site.

PART XI - SITE DEVELOPMENT

A. GENERAL.

Site development planning includes the final use plan, filling strategy, earth movement plan and design of physical facilities. New state and local regulations now require part of this planning for the necessary permits but aside from regulations this planning process is extremely valuable and warrants careful attention in the original designs and subsequent operations. For example, the Agency's Metro Park East sanitary landfill site has a design capacity of more than 8400 acre feet of refuse which is equal to approximately 13.6 million compacted cubic yards. At the current cost of operation, approximately 14 million dollars will be spent to fill these 13.6 million cubic yards. Although this is a very economical rate per cubic yard the magnitude of the project represents a very large sum of money.

While filling this volume of refuse, approximately 3.3 million cubic yards of daily and final cover will be used. This is not the simple "cut and fill" type earth movement that most people are familiar with. In sanitary landfill work the earth movement is complicated by the fact that the earth must be removed down to the level where the waste will be deposited before placing the waste and then this earth is gradually used as daily cells are constructed. If the earth is not removed first it is buried under the refuse and is no longer available. Also some parts of the site will be deficient in earth whereas other parts will have a surplus. The movement of this earth from one part of the site to another is expensive and must be minimized for economical operations. The earth work design calculations are complicated by the fact that the amount of daily cover required in any particular part of a site changes whenever dirt is moved on the site. When surplus dirt is moved from one part of the site to another the volume available for filling in the area where the dirt was removed is increased by the amount of earth moved out. The area receiving the surplus dirt has its available volume decreased in the same amount. The area that has the increased volume then requires more daily cover and as a result the amount of the surplus is reduced which changes the problem again.

Computer methods have been developed by the Engineering Consultants which permit solutions to problems of this type. The movement plans which are described in following paragraphs of this part of the report show where cover is required, the amount of refuse to place in each part of the site and the optimum plan to move surplus dirt to various parts of the site.

The final use plan shows the physical shape of the land after the design capacity has been placed. This final use plan is also the filling plan which together with dirt movement schedules determine where the waste is to be placed.

The placement of the waste, the size and shape of the cells, and the sequence of cell construction is the filling strategy. Field personnel must be instructed in the use of the plans, schedules, and the filling strategy if a successful operation is to be accomplished.

In previous years an owner might have selected a heavy equipment operator to be the disposal foreman or superintendent and given him a raw piece of land and some available equipment with instructions to run a disposal site. If this were done with a site such as Metro Park East the results would be a disaster. Left to field planning there is no way that the design capacity of this site could be realized and only imagination can describe the cost of the operation.

Under present laws and regulations some site planning and development is required. The major thrust of these requirements, however, are concerned with prevention of pollution and nuisance with a very minor emphasis on operations. The authors of this report believe the total site planning and design should be very thorough and that these plans should be faithfully followed in the field. The cost of this planning is insignificant in comparison to the benefits that will be derived.

B. FINAL USE PLAN.

The final use plan has three functions. The first is to determine what the land will be used for when the filling is completed, the next is to determine the total waste capacity of the site and the last is to show the final contours. The first two functions are inseparable and must be developed simultaneously. The Agency's site is planned for a recreational use once the filling is completed. Included is an 18 hole golf course, clubhouse area with tennis courts and other sports areas, and open spaces. This final use was decided in cooperation with the County Conservation Commission and it is believed to be a factor which the County Zoning Board of Adjustment considered when deciding if the necessary special use permit should be issued.

The Final Use Plan which is attached as Figure XI-I, is also the Filling Plan which shows where the waste is to be placed. The site is divided into 100' grids which are used in the calculation of waste and dirt quantities. They are also handy reference units for operations in the field.

The site is further divided into rectangular units which are referred to as "Operational Units" and numbered consecutively from 001 through 109. All dirt movements and waste volumes are listed by reference to Operational Unit numbers. These "Op Units" have been staked in the field for the use of the operators, in those areas where they are filling or borrowing earth.

The total waste capacity of the site is equal to the volume between the contours of the final use plan and the existing topography, provided no cover dirt is removed from the site and no cover dirt is brought to the site. See Figure XI-2.

A recreational final use plan permitted a large degree of flexibility in shaping the final contours and as a result it was possible to obtain a large waste capacity. Fortunately, there was ample dirt available so this was not a limiting factor.

The physical facilities constructed for landfilling purposes will be left in place for final use once filling has been completed. This includes roads, fencing, maintenance building, utilities and certain landscaping. The location of these facilities was planned for both the original filling operation and for subsequent final use as a park.

C. COVER REQUIREMENTS AND EARTH MOVEMENTS.

The amount of earth available depends on the depth of cut which in turn depends on geological, environmental and operational requirements.

After study of the subsurface conditions which were revealed in the subsurface testing program described in Part VIII, "Minimum Bases" were set. The minimum base is the lowest elevation to which the soil may be cut or the

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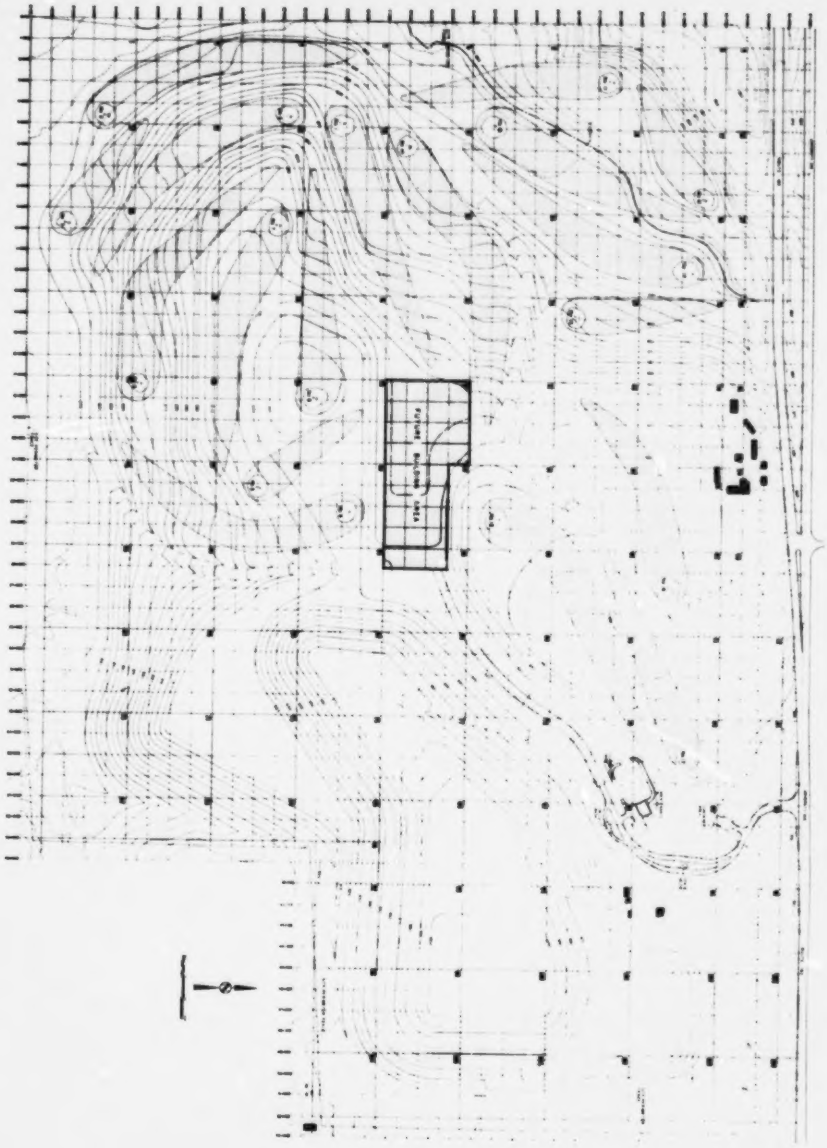

FIGURE II-1

FINAL USE PLAN AND
FINAL GRADING PLAN

METRO PARK EAST
A SANITARY LANDFILL SITE PROVIDED BY
DES MOINES METROPOLITAN
AREA SOLID WASTE AGENCY

HENNINGSON, DURHAM & RICHARDSON
ENGINEERING ARCHITECTURE PLANNING SYSTEMS ECONOMICS
OMAHA DENVER PHOENIX CHARLOTTE DALLAS WASHINGTON, D.C.

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5170408
OCTOBER 1975

lowest level at which refuse may be placed. This minimum may be controlled by a requirement to be some certain distance above ground water, or above a rock formation or some undesirable soil condition such as a saturated fat clay or any other factor including drainage during operation. The minimum bases are set for each operational unit and thus the overall base is a series of planes under op units which forms the lowest levels to which the soil may be excavated. See Table XI-1 and Figure XI-2.

The total soil available for cover material is the volume between the existing contours and the minimum base. See Table XI-1 and Figure XI-2.

Minimum bases may be above portions of the existing surface of the site such as a gully. In this case the gully would have to be filled up to the base before any refuse could be placed in that location. Computer programs show where filling is required to bring an area up to the base. These areas are referred to as "Holes" and the volume as a "Hole Volume" expressed in acre feet. Where the final contours are below the existing contours and soil must be removed the volume is a "Negative Hole" and so reported. See Table XI-1.

Where no refuse is to be placed in parts of the site such as setback areas or building sites, the minimum base is set above the final contours.

The amount of earth required is the sum of the final cover plus the daily cover. The final cover depends on the specified thickness and the surface area of those parts of the site which will receive refuse. A final thickness of 3.0 feet was chosen. The total volume of final cover required in each operational unit is shown in Table XI-1. This is the net applied volume placed over a previously placed daily cover to provide a total final thickness of 3.0'.

The daily cover volume varies with the size and shape of the cells. Metro Park East will receive approximately 1,000 cubic yards of compacted material per day when operating as part of the two site complex. This determines the size of the daily cell. The shape is determined by the required length of the open face, cell height and slope of sides and ends. See Figure XI-3. A 210' length of open face is necessary to adequately accomodate the delivering vehicles during

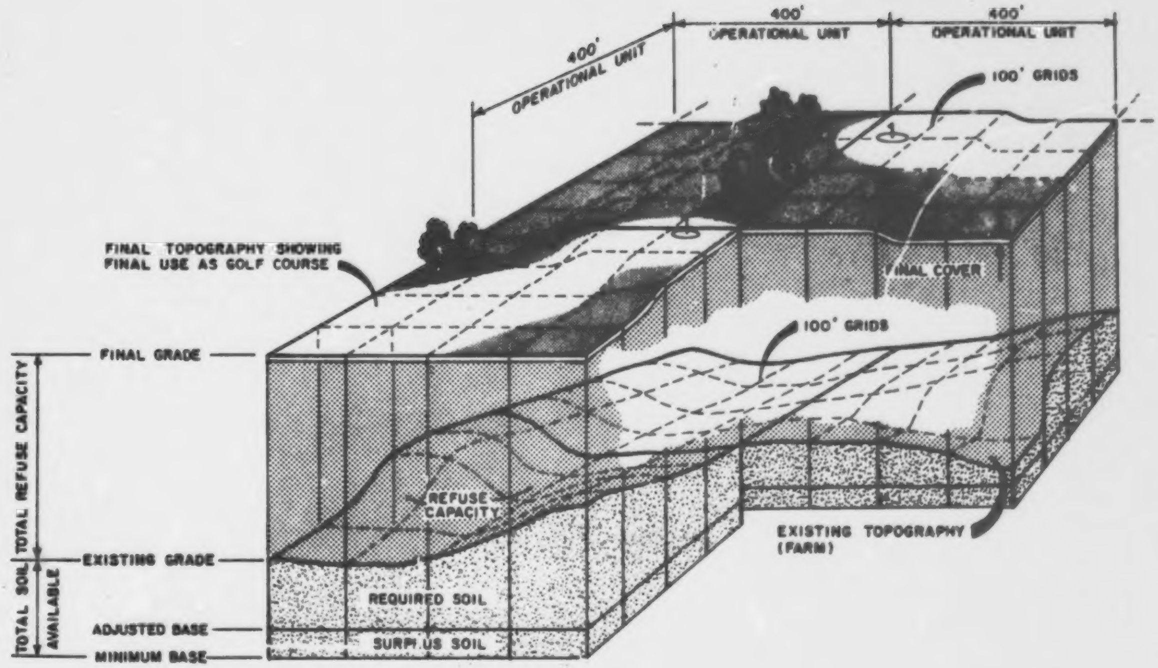

400' OPERATIONAL UNIT
400' OPERATIONAL UNIT
400' OPERATIONAL UNIT
100' GRIDS
FINAL TOPOGRAPHY SHOWING FINAL USE AS GOLF COURSE
FINAL COVER
100' GRIDS
FINAL GRADE
TOTAL REFUSE CAPACITY
REFUSE CAPACITY
EXISTING GRADE
TOTAL SOIL AVAILABLE
REQUIRED SOIL
ADJUSTED BASE
SURPLUS SOIL
MINIMUM BASE
EXISTING TOPOGRAPHY (FARM)

FIGURE II - 2 SOIL AND WASTE VOLUMES

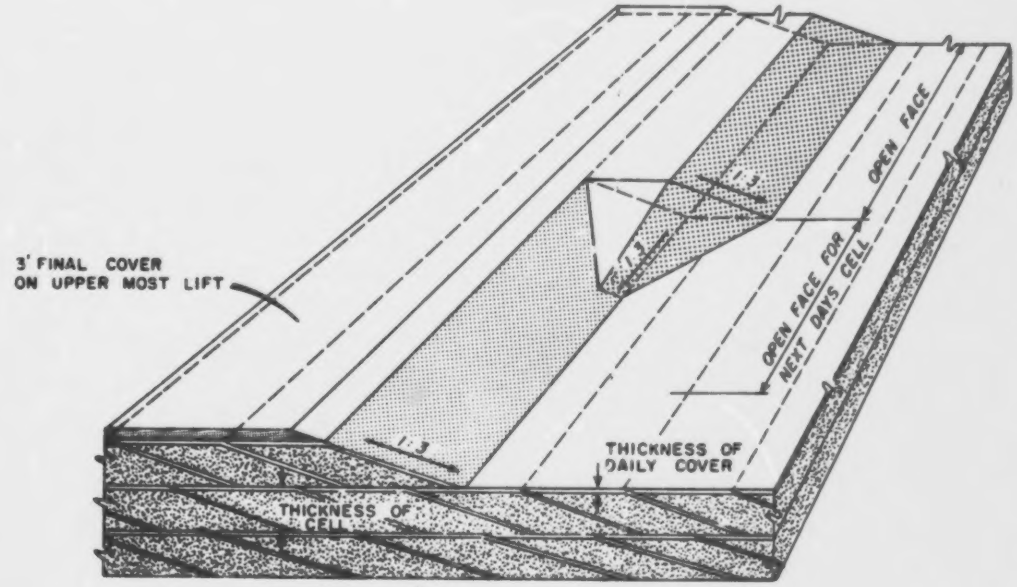

3' FINAL COVER ON UPPER MOST LIFT
1:3
1:3
1:3
1:3
OPEN FACE
OPEN FACE FOR NEXT DAYS CELL
THICKNESS OF DAILY COVER
THICKNESS OF CELL

FIGURE II - 3 CELL CONSTRUCTION

TABLE XI-1

METRO PARK EAST

SOIL AND WASTE VOLUME REPORT

OP UNIT	MIN.BASE ELEV.	ADJ.BASE ELEV.	HOLE VOLUME	AVAIL. SOIL	FINAL COVER	SOIL OUT	SOIL IN	VOLUME OF WASTE	
								ACFT.	CUYDS.
1	840	840.0	3.37	-3.14	.01	0.00	3.16		
2	840	840.0	10.24	-1.96	3.84	0.00	8.35	14.6660	23661.
3	840	865.9	1.88	3.47	2.86	0.00	0.00	3.3290	5371.
4	840	870.1	.91	.27	.10	.17	0.00		
5	840	840.0	15.39	-15.39	.16	0.00	15.54	.0080	13.
6	999	999.0	-2.70	2.70	0.00	2.70	0.00		
7	999	999.0	-32.66	32.66	0.00	32.66	0.00		
8	999	999.0	-23.53	23.53	0.00	23.53	0.00		
9	999	999.0	-1.61	1.61	0.00	1.61	0.00		
10	840	840.0	6.87	-2.69	2.39	0.00	5.69	3.4910	5632.
11	840	853.4	1.34	27.94	8.49	11.50	0.00	44.8500	72358.
12	845	879.6	3.90	13.48	7.48	0.00	0.00	34.7220	56018
13	845	856.0	10.71	14.09	8.28	0.00	0.00	32.5990	52593.
14	840	840.0	19.64	-18.40	5.26	0.00	24.87	6.9850	11269.
15	840	840.9	21.77	-21.47	.16	0.00	21.64		
16	999	999.0	-.75	.75	0.00	.75	0.00		
17	999	999.0	-24.33	24.33	0.00	24.33	0.00		
18	999	999.0	2.18	-2.18	0.00	0.00	2.18		
19	840	843.5	-10.44	23.45	4.08	17.45	0.00	10.6800	17230.
20	840	854.9	2.46	25.10	9.17	0.00	0.00	91.7700	148056.
21	845	878.3	4.08	23.52	9.18	0.00	0.00	83.3330	134444.
22	850	867.0	8.14	17.24	8.02	0.00	0.00	53.2020	85833.
23	842	855.5	7.91	8.76	6.15	0.00	.68	19.4650	31404.
24	840	865.3	-2.77	12.46	.35	12.11	0.00		
25	840	853.3	25.99	-25.99	.06	0.00	26.06		
26	840	840.0	5.73	-4.84	.21	0.00	5.05		
27	999	999.0	-.40	.40	0.00	.40	0.00		
28	840	840.0	6.02	-5.80	3.70	0.00	11.76	12.9760	20935.
29	840	840.0	1.87	19.51	9.18	0.00	12.69	132.2850	213420.
30	850	854.7	.52	54.59	9.18	12.69	0.00	187.2160	302042.
31	855	882.0	2.09	25.77	9.18	0.00	0.00	95.7300	154444.
32	850	885.6	7.51	9.07	5.94	0.00	0.00	17.6190	28425.
33	845	894.7	-14.50	17.17	.07	17.10	0.00		
34	840	841.1	2.52	22.82	9.18	0.00	0.00	78.9140	127315.
35	840	842.7	6.54	17.09	7.29	0.00	0.00	56.2440	90740.
36	999	999.0	2.24	-2.24	0.00	0.00	2.24		
37	840	840.0	10.44	-9.95	3.30	0.00	14.92	9.5830	15461.
38	840	840.3	1.19	41.88	9.18	11.54	0.00	121.4980	196017.
39	850	861.9	3.10	38.76	9.18	0.00	0.00	170.9710	275833.
40	855	880.9	3.93	29.87	9.18	0.00	0.00	118.2850	190833.
41	910	910.0	32.60	032.60	.34	0.00	32.97	.1470	237.
42	850	860.2	.03	50.29	9.18	15.87	0.00	144.0790	232447.
43	845	845.7	0.00	47.36	9.18	0.00	0.00	219.8690	354722.
44	845	845.0	0.00	55.73	9.18	10.85	0.00	205.1250	330935.
45	999	999.0	9.07	-9.07	0.00	0.00	9.07		
46	840	840.0	-1.29	5.82	1.96	3.39	0.00	2.7570	4448.
47	840	864.7	5.53	11.02	6.20	0.00	0.00	27.7200	44722.
48	845	883.4	2.83	21.20	9.18	0.00	0.00	69.6170	112315.
49	850	878.9	.23	62.29	9.18	32.69	0.00	116.7670	188384.
50	910	910.0	27.61	-27.61	3.70	0.00	32.69	7.9460	12820.
51	860	868.5	.45	42.36	9.18	0.00	0.00	191.5750	309074.
52	865	873.8	.85	42.11	9.18	0.00	0.00	189.9100	306388.
53	855	855.0	0.00	53.37	9.18	6.15	0.00	218.6180	352704.
54	999	939.0	13.49	-13.49	0.00	0.00	13.49		
55	840	840.0	7.16	-7.12	2.13	0.00	10.15	5.1730	8346.
56	840	840.0	1.52	22.04	9.18	0.00	7.20	115.2730	185974.
57	845	850.3	.64	40.28	9.18	0.00	0.00	179.0630	288888.
58	850	869.5	.98	38.74	9.18	0.00	0.00	169.4790	273426.
59	920	920.0	50.62	-50.62	1.82	0.00	53.27	4.7550	7671.
60	865	878.0	0.00	70.99	9.18	31.56	0.00	174.8700	282124.
61	875	895.9	1.83	35.20	9.18	0.00	0.00	149.6210	241389.
62	870	877.1	.50	50.83	9.18	14.39	0.00	156.0300	251728.
63	999	999.0	8.84	-8.84	0.00	0.00	8.84		
64	840	841.1	-.36	9.19	3.14	4.07	0.00	11.3560	18321.
65	840	847.7	3.72	42.42	9.18	7.20	0.00	149.6490	241434.
66	845	849.7	.38	48.91	9.18	0.00	0.00	228.9940	369444.
67	850	850.0	0.00	66.00	9.18	0.00	4.81	354.1780	571407.
68	870	870.0	0.00	80.41	9.18	26.51	0.00	256.9440	414536.
69	880	905.8	1.32	19.73	9.18	0.00	0.00	61.0080	98426.
70	880	911.9	1.32	23.21	9.18	0.00	0.00	79.7180	128612.

OP UNIT	MIN.BASE ELEV.	ADJ.BASE ELEV.	HOLE VOLUME	AVAIL. SOIL	FINAL COVER	SOIL OUT	SOIL IN	VOLUME OF WASTE ACFT.	CUYDS.
71	890	896.4	2.26	26.37	9.18	0.00	0.00	99.0010	159722.
72	999	999.0	-5.85	5.85	0.00	5.85	0.00		
73	840	875.9	-6.15	6.15	.06	6.08	0.00		
74	845	867.1	5.02	21.09	8.10	0.00	0.00	73.8640	119167.
75	850	880.6	1.83	33.03	9.18	6.78	0.00	98.3250	158631.
76	855	863.5	.19	51.71	9.18	0.00	0.00	243.8010	393332.
77	860	866.6	0.00	68.68	9.18	0.00	0.00	341.1380	550369.
78	865	896.1	1.00	39.98	9.18	0.00	0.00	176.4230	284629.
79	930	930.0	12.94	-12.94	1.34	0.00	14.71	2.5030	4038.
80	895	908.0	.64	32.89	9.18	15.80	0.00	45.3040	73090.
81	999	999.0	6.94	-6.94	0.00	0.00	6.94		
82	860	860.0	-3.33	3.33	.00	3.33	0.00		
83	874	877.0	1.34	-1.34	.03	0.00	1.38		
84	890	890.0	8.04	-6.17	1.89	0.00	8.74	3.8890	6274.
85	860	884.6	1.05	19.79	4.59	6.42	0.00	50.7800	81925.
86	865	869.1	0.00	67.64	9.18	0.00	0.00	335.9150	541943.
87	870	881.7	0.00	66.53	9.18	0.00	0.00	329.2580	531203.
88	875	914.0	2.78	24.51	9.18	0.00	0.00	88.9000	143425.
89	935	935.0	3.80	-3.18	.60	0.00	3.79		
90	999	999.0	-1.15	1.15	0.00	1.15	0.00		
91	900	900.0	3.68	-1.03	2.39	0.00	6.42	17.2300	27798.
92	916	916.0	23.19	-23.19	3.86	0.00	30.27	18.5160	29872.
93	870	877.5	0.00	95.62	9.18	30.27	0.00	322.3350	520034.
94	875	893.0	0.00	65.37	9.18	0.00	0.00	323.0020	521110.
95	880	914.8	.31	39.30	9.18	0.00	0.00	172.2330	277869.
96	930	932.8	0.00	14.91	9.00	3.10	0.00	15.6680	25278.
97	999	999.0	.46	-.46	0.00	0.00	.46		
98	922	922.0	7.29	-7.15	3.71	0.00	13.14	13.1410	21201.
99	875	892.7	0.00	86.16	9.18	30.93	0.00	264.3430	426473.
100	880	911.6	0.00	60.70	9.18	9.16	0.00	243.3190	392555.
101	885	924.1	.17	38.03	9.18	3.19	0.00	147.9280	238657.
102	890	928.4	.05	26.65	9.15	4.33	0.00	74.6890	120498.
103	999	999.0	.92	-.92	0.00	0.00	.92		
104	999	999.0	1.03	-1.03	0.00	0.00	1.03		
105	934	934.0	11.69	-11.69	3.20	0.00	16.75	10.6810	17232.
106	936	936.0	2.53	-2.26	4.42	0.00	9.16	14.2560	23000.
107	936	936.0	0.00	3.67	4.97	0.00	3.19	10.8760	17547.
108	935	935.0	.84	1.86	4.45	0.00	3.81	7.0370	11353.
109	999	999.0	-.40	.40	0.00	.40	0.00		
	SITE TOTALS		339.75	2031.46	563.25	TOTAL WASTE		8435.01	13608495.

SOIL TO WASTE RATIO = .174

DAILY COVER = .174 * 8435
= 1468 ACFT

their peak hours. A side slope of 3:1 was selected for operational reasons. The cell height of 10' was selected to provide an economical cover ratio consistant with operational considerations. This combination of size and shape and a cover thickness of 8" requires a soil to waste ratio of .174 including a 10% contingency. The contingency is included to provide extra cover material for those times when more than 8" is used. Such as during extremely cold weather when frozen soil cannot be spread as uniformily as during normal weather.

This soil to waste ratio, referred to as the Soils Ratio is extremely important and must be carefully considered. It is used in all subsequent earth work computations and can be easily misunderstood. Some literature concerning sanitary landfills cite rules of thumb of 3 to 1 or 4 to 1 dirt requirements. These rules of thumb are dangerous and should be used with caution. Sanitary landfills vary in type of operation and size and shape and the soil to waste ratio will also vary depending on these factors. It is helpful to realize that the basic objective is to minimize the amount of cover. The optimum shape to contain a given volume with a minimum of surface area is the sphere. Sanitary landfill cells cannot be shaped like spheres, therefore, the cube is next best. The requirement for open face length will usually stretch the cube into a rectangle and the side slopes will distort the rectangle but the basic object is to minimize the surface area. Usually the cell height will be the controlling factor once the volume and open face length are determined.

Some parts of the site will have a surplus of cover material and others will be deficient even though the total site has a balance. Table XI-1 shows the amount of dirt to be moved into or out of an operational unit. Table XI-2 shows a schedule of dirt movements between operational units to correct this inbalance. The computor program which calculates this movement optimized the solution by minimizing the haul distance. This problem is complicated by the fact that the amount of waste volume and cover material required for each operational unit changes every time dirt is moved from one operational unit to another.

Once the optimized dirt movements have been calculated and the amount of waste and amount of cover material has been determined for each operational unit, the minimum bases are adjusted to show the actual depth of cut required for each operational unit. The new bases are called "Adjusted Bases" and are shown in Table XI-1 and Figure XI-2. By cutting

TABLE XI-2

METRO PARK EAST

OPTIMIZED EARTH MOVEMENT PLAN

I. Non-zero earth movement vectors between operational unit blocks with an upper bound of 900 feet on haul dist.

LEGAL CONNECTIONS	AVE. HAUL DIST.	VOLUME OF EARTH MOVED	
FROM/TO	FEET	ACFT.	CUYDS.
004005	400.00	.1720	277.
006005	400.00	2.6970	4351.
007005	800.00	12.6760	20451.
007014	894.43	13.4380	21680.
007015	565.68	6.5420	10554.
008015	894.43	15.0950	24353.
008018	471.70	.5740	926.
008025	894.43	7.8620	12684.
009018	400.00	1.6070	2593.
011001	565.68	3.1570	5093.
011002	400.00	8.3480	13468.
016025	400.00	.7460	1204.
017025	565.68	17.4480	28149.
017026	400.00	5.0500	8147.
017036	838.15	1.8360	2962.
019010	400.00	5.6920	9183.
019028	400.00	11.7600	18973.
024014	565.68	11.4300	18440.
024023	400.00	.6800	1097.
027036	400.00	.4020	649.
030029	400.00	12.6870	20468.
033041	565.68	17.1030	27593.
038037	400.00	11.5350	18610.
042041	400.00	15.8650	25596.
044045	250.00	9.0680	14630.
044054	471.70	1.7850	2880.
046037	400.00	3.3880	5466.
049050	400.00	32.6880	52737.
053054	250.00	6.1530	9927.
060059	400.00	31.5620	50920.
062054	471.70	5.5490	8952.
062063	250.00	8.8380	14259.
064055	400.00	4.0670	6561.
065056	400.00	7.2020	11619.
068059	400.00	21.7060	35019.
068067	400.00	4.8090	7759.
072081	400.00	5.8540	9444.
073055	800.00	6.0840	9816.
075084	300.00	6.7850	10946.
080079	400.00	14.7150	23740.
080081	350.00	1.0900	1759.
082083	400.00	1.3770	2222.
082084	800.00	1.9520	3149.
085091	206.15	6.4160	10351.
090089	350.00	1.1480	1852.
093092	350.00	30.2670	48831.
096089	400.00	2.6400	4259.
096097	350.00	.4590	741.
099098	350.00	13.1450	21207.
099104	494.97	1.0330	1667.
099105	350.00	16.7520	27027.
100106	350.00	9.1600	14778.
101107	350.00	3.1850	5138.
102103	350.00	.5160	832.
102108	350.00	3.8100	6147.
109103	350.00	.4020	649.
	TOTAL EARTH MOVED	448.0070	722785.

down to the adjusted base and removing this material before filling, the exact amount of cover material will be obtained. This includes daily and final cover. The soil remaining between the minimum base and the adjusted base is surplus soil which could be used to make up for any required cover material that may have been wasted or buried before removal.

From Table XI-1 it can be seen that the site has a waste capacity of 8435 acre feet which is equal to approximately 13.6 million compacted cubic yards. The total cover requirement is 2031 acre feet which is equal to approximately 3 -1/3 million cubic yards including 563 acre feet of final cover. From Table XI-2 it can be seen that more than 700,000 cubic yards of cover material must be moved from one operational unit to another. With quantities in this order of magnitude it is apparent that careful and thorough planning is important if economical operations are to be achieved.

D. DESIGN OF SITE DEVELOPMENT.

All sites will require some development before they can be used as a sanitary landfill. The extent of the development will depend on many factors including, in part:

1. Weather conditions.
2. Soil Conditions.
3. Amount of waste to be received.
4. Volume of traffic.
5. Types of vehicles.
6. Types of users.
7. Duration of the filling.
8. Future use of the site.
9. Community values.
10. Visible access to the site.
11. Location of the site.
12. Operational requirements.

The purpose is to provide a facility environmentally safe, socially acceptable, absolutely reliable, and economically feasible. How this is accomplished will not be discussed in detail but the following comments are provided as illustrations.

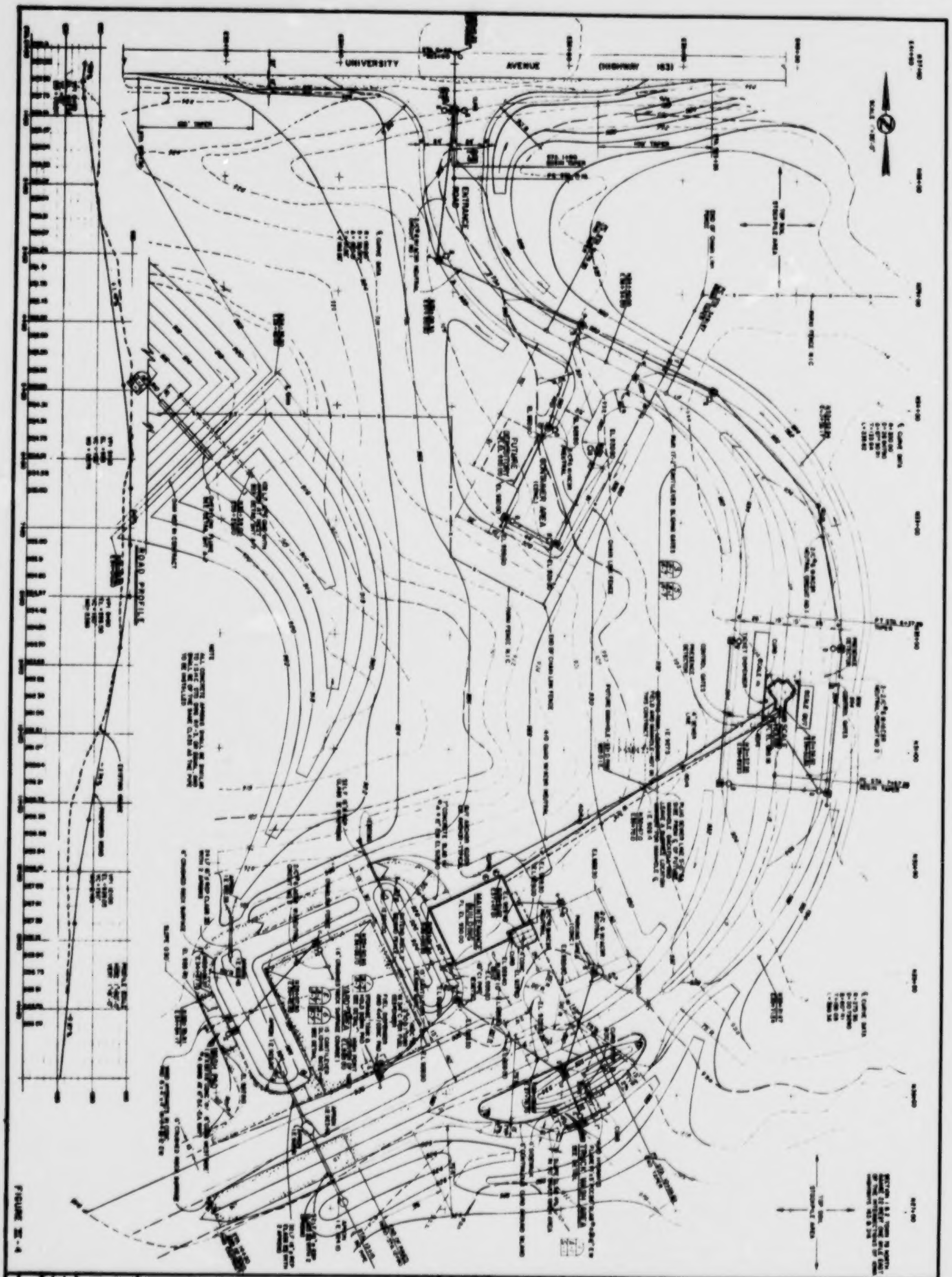
The weather is involved in maintenance facilities, access roads, on-site roads and drainage. At Metro Park East, a permanent maintenance building is provided with three equipment bays and other facilities for the personnel, an office and meeting room, and storage. In Iowa, it is necessary to provide proper shelter from precipitation and cold, however, in some other parts of the United States where the weather is mild and dry, servicing and maintenance is frequently provided out in the open using a mobile truck for tools, equipment, and supplies. No maintenance buildings are required. These two extremes illustrate how far site development requirements may vary from site to site.

At Metro Park East, a concrete entrance road is provided from the highway into the site. See Figure XI-4. A hard surfaced road is necessary for several reasons. It was justified on an economic basis because the site has a large amount of truck traffic, the site has a long duration over which it can be amortized,and will be left in place for future park use after filling has been completed. The hard surfaced entrance road will also provide a surface for trucks to wear off mud on tires picked up during wet weather, before entering upon the state highway. The state would not permit mud being tracked onto their road because of the safety hazard to traffic and other reasons. Site operators can clean the on-site road without the traffic hazards associated with cleaning a high-speed highway.

An all-weather rock surfaced road leads into the fill area from the concrete entrance road. This rock road is only simi-permanent and can be moved in future years. The road is necessary because of a combination of weather and soil conditions. During wet weather the soils on this site would quickly turn to mud and make any lesser road difficult or impossible to use. These conditions must be avoided because waste must be received on an uninterrupted basis and poor road conditions are expensive in lost time and damaged equipment.

A scale house is provided at Metro Park East approximately 700 feet from the entrance. See Figure XI-5. The distance was provided as a truck holding area to accommodate any backup which might occur if there were a delay in weighing the incoming vehicles. With 700 feet of space between the scales and the highway, trucks would not be stopped on the highway. Two scales have been provided with automated equipment to avoid delays thus saving the time and cost of the using public. When the scales are installed they will be used to determine the disposal fee charged for this service and the current method of basing the fee on volume will be abandoned. If the fee were not based on weight, and if weighing were not part of the record keeping process, the scales and scale house would not be provided.

If the site were used by few vehicles, or there were no problem with occasionally stopping on the highway, the length



UNIVERSITY
AVENUE
(HIGHWAY 163)
ENTRANCE ROAD
ROAD PROFILE
MAINTENANCE BUILDING

FIGURE III-4

SITE PLAN

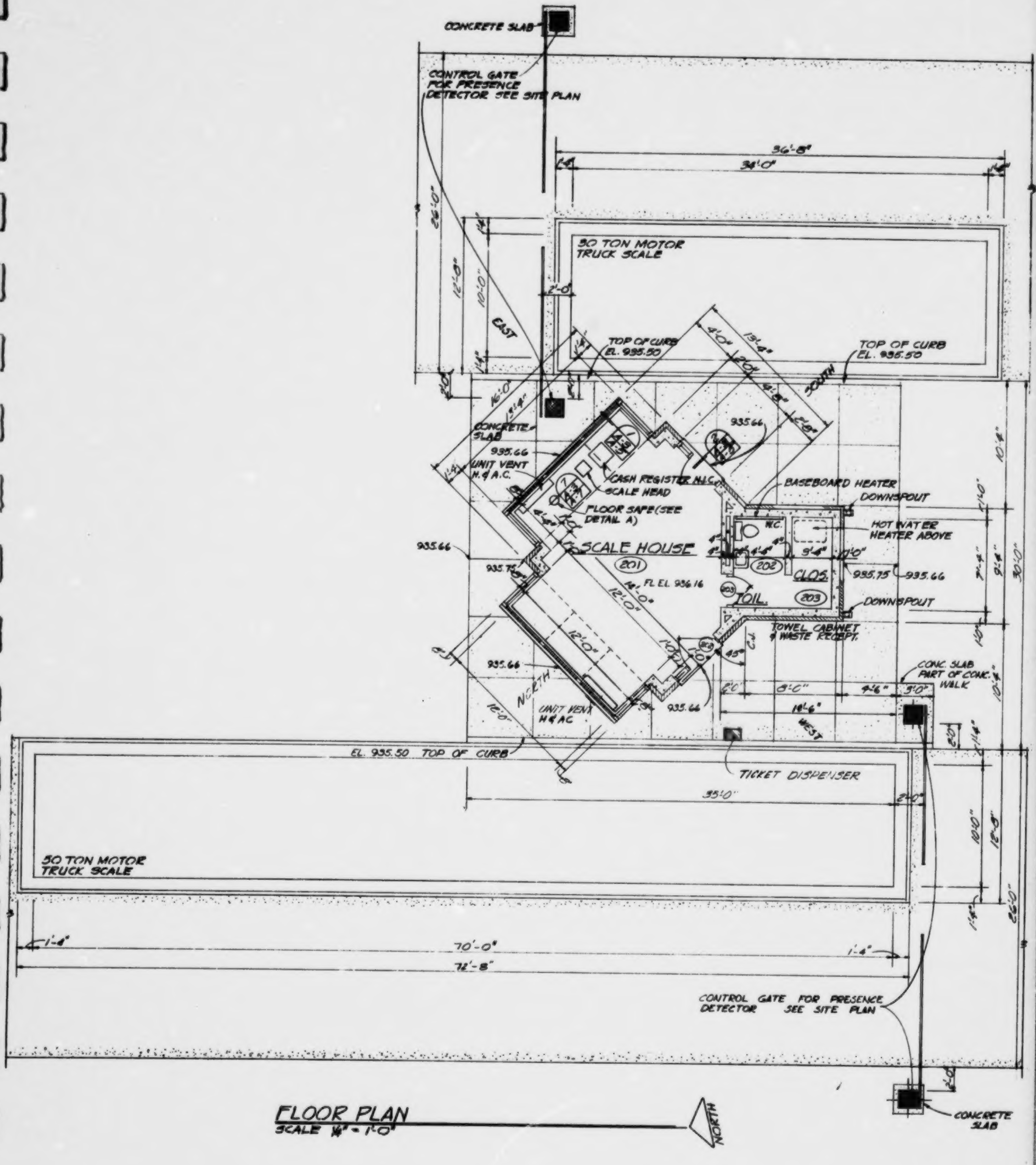
METRO PARK EAST

A SANITARY LANDFILL SITE PROVIDED BY
DES MOINES METROPOLITAN
AREA SOLID WASTE AGENCY

A-1

HENNINGSON, DURHAM & RICHARDSON

ENGINEERING ARCHITECTURE PLANNING SYSTEMS ECONOMICS
OMAHA DENVER PHOENIX CHARLOTTE DALLAS WASHINGTON, D.C.


CONCRETE SLAB
CONTROL GATE FOR PRESENCE DETECTOR SEE SITE PLAN
36'-8"
34'-0"
1'-4"
1'-4"
26'-0"
12'-0"
10'-0"
1'-4"
1'-4"
2'-0"
EAST
30 TON MOTOR TRUCK SCALE
TOP OF CURB EL. 935.50
TOP OF CURB EL. 935.50
4'-0"
13'-4"
2'-0"
9'-8"
2'-0"
SOUTH
16'-0"
13'-4"
CONCRETE SLAB
935.66
935.66
UNIT VENT H. & A.C.
CASH REGISTER N.I.C.
SCALE HEAD
FLOOR SAFE (SEE DETAIL A)
BASEBOARD HEATER
DOWNSPOUT
W.C.
HOT WATER HEATER ABOVE
SCALE HOUSE
201
202
TOIL.
CLOS.
203
FL EL 936.16
14'-0"
12'-0"
12'-0"
935.66
935.75
935.75
935.66
DOWNSPOUT
TOWEL CABINET & WASTE RECEPT.
45°
935.66
NORTH
12'-0"
UNIT VENT H & AC
935.66
2'-0"
8'-0"
4'-6"
3'-0"
18'-6"
WEST
CONC. SLAB PART OF CONC. WALK
10'-8"
7'-4"
9'-4"
30'-0"
10'-8"
TICKET DISPENSER
EL. 935.50 TOP OF CURB
35'-0"
2'-0"
50 TON MOTOR TRUCK SCALE
10'-0"
12'-8"
26'-0"
1'-4"
1'-4"
70'-0"
1'-4"
72'-8"
CONTROL GATE FOR PRESENCE DETECTOR SEE SITE PLAN
CONCRETE SLAB
NORTH

FLOOR PLAN
SCALE 1/4" = 1'-0"

SCALE HOUSE
METRO PARK EAST

~~FIGURE III~~ - 5

of road for backup would not be provided.

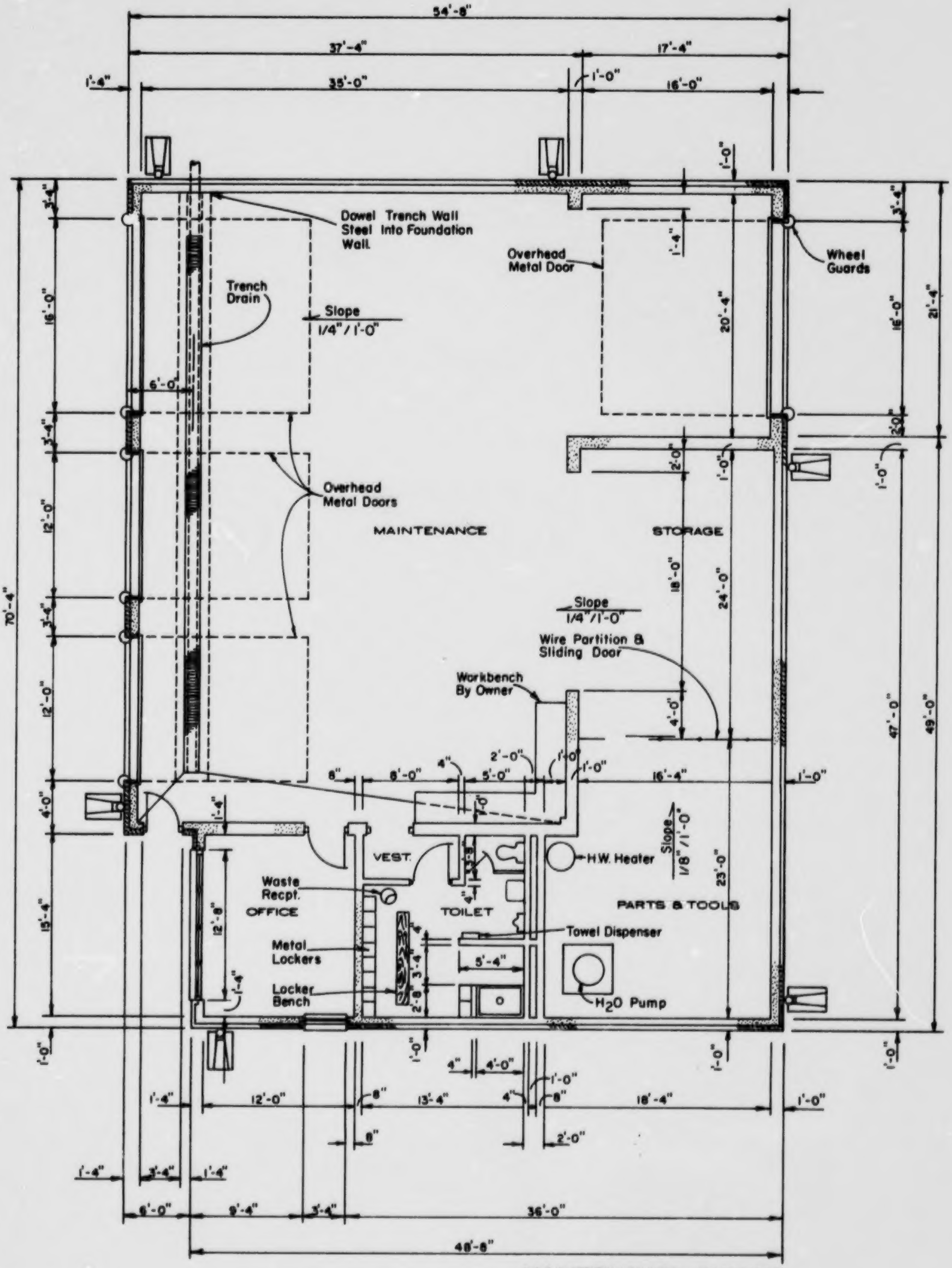
At Metro Park East, the structures were designed using brick, glass and concrete as the principal materials of construction. This was done largely to satisfy citizens demand for a major departure from the previous practice of providing and operating sites without proper regard for aesthetic conditions. The maintenance building shown in Figure XI-6 will be left in place as a park's maintenance building after filling is completed. Without these specific requirements, a less expensive prefabricated metal building could be provided that would be equally serviceable and present a very adequate appearance.

At Metro Park East the site development consisted of:

1. Permanent and temporary roads.
2. Entrance area.
3. Maintenance facilities.
4. Gate house with scales.
5. Fencing.
6. Drainage.
7. Utilities.
8. Exterior lighting.
9. Landscaping.

A common mistake made by site planners is to underestimate the importance of site development. They try to get by with minimal facilities to reduce the cost but often, by doing so, pass on higher costs to the using public and to future landfill operations. For example, consider the site development cost for Metro Park East. The $350,000 cost amortized over 20 years at six and one-half days per week is approximately $50.00 per day. This is approximately five percent of the total cost of owning and operating the site. Part of this cost is unavoidable, for without any site development the site could not operate evenly poorly or expensively.

Consider the cost the site user would incur through delays. If the average vehicle cost $10.00/hour to own and operate, including the driver and crew members where more than one man is involved, and if each of 300 trucks, currently using the site each day, experienced a total time at the landfill site which was three minutes longer than necessary, the user's cost for this delay would be approximately $150.00 per day - about three times the total site development cost for that day.


54'-8"
37'-4"
17'-4"
1'-4"
35'-0"
1'-0"
16'-0"
1'-0"
Dowel Trench Wall Steel Into Foundation Wall.
Overhead Metal Door
Wheel Guards
Trench Drain
Slope 1/4" / 1'-0"
3'-4"
16'-0"
6'-0"
1'-4"
20'-4"
16'-0"
21'-4"
3'-4"
2'-0"
Overhead Metal Doors
2'-0"
1'-0"
1'-0"
12'-0"
MAINTENANCE
STORAGE
70'-4"
3'-4"
18'-0"
24'-0"
Slope 1/4" / 1'-0"
Wire Partition & Sliding Door
Workbench By Owner
12'-0"
4'-0"
47'-0"
49'-0"
6"
8'-0"
4"
2'-0"
5'-0"
1'-0"
1'-0"
16'-4"
1'-0"
4'-0"
1'-4"
1'-0"
Slope 1/8" / 1'-0"
VEST.
H.W. Heater
15'-4"
12'-8"
Waste Recpt.
OFFICE
TOILET
PARTS & TOOLS
23'-0"
Towel Dispenser
Metal Lockers
5'-4"
3'-4"
1'-4"
Locker Bench
2'-8"
H_2O Pump
1'-0"
1'-0"
1'-0"
1'-0"
4"
4'-0"
1'-0"
1'-4"
12'-0"
8"
13'-4"
4"
8"
18'-4"
1'-0"
8"
2'-0"
1'-4"
3'-4"
1'-4"
6'-0"
9'-4"
3'-4"
36'-0"
48'-8"

MAINTENANCE BUIDING
METRO PARK EAST

~~FIGURE XI-6~~

On poorly developed sites, there is more equipment damage than is generally realized. During wet weather a site handling as much traffic as Metro Park East could experience several truck breakdowns each day through damage to clutches, transmissions, differentials and springs. Towing may damage frames, axles and drive trains. The repair of unnecessary damage, loss of service, and expenses caused by delays can easily amount to $1000 on an average wet day. The annual average would surely exceed $50 per day.

During wet weather it would be easy to cause delays amounting to 200 hours of vehicle time over and above that experienced with good site development. At $10.00 per hour this time delay alone would be equal to $2000/day.

Properly developed and operated sites will always present a tire hazard but the poorly developed and operated sites may have tire hazards several times as great as the better sites. One fleet operator reported to the authors he previously experienced an average of approximately three tire failures per day at an old site but reduced this to approximately three or four per week when roads and covering operations were improved. The savings afforded to this one site user would more than pay for the entire site development.

The cost of site development is part of the cost of owning and operating the site, all of which is paid for by the users. If the site is not properly developed, the site user's experience delays and equipment damage far exceeding the cost of proper site development. Total cost to the community is reduced through proper site development.

There is one other factor less immediate, but nevertheless very important, which was considered when planning site development for this site. If the site is developed and operated in a manner reflecting competence, presents a favorable appearance, and is operated without nuisance, the public will support the development of new sites in the future. There will be more locations available from which future site selection teams may choose.

A favorable location can be very important to site users. This one factor alone may have economic effects of future site operations which exceed the site development costs of the present site.

A properly operated sanitary landfill site is not in itself offensive nor is it a nuisance or a pollution hazard. However, the general public would prefer it be conducted someplace out of view. There are several ways this can be accomplished. If the site is behind a hill or natural wooded area the problem may take care of itself. If natural barriers are not available, man made barriers can and should be provided through the use of an earthen berm as a sight screen. The berm is constructed to a height that requires the line of sight to pass thru the filling operation. The berm may be either permanent and part of the fill or may be a stock pile of earth to be removed later and used for final cover.

In either case, after the berm has been placed it should be fine graded and planted to grass and kept mowed. If the berm will remain after filling has been completed it should be landscaped. This is another part of site development which is often neglected. Some site operators have provided berms for site screening and then, instead of completing the job by dressing down the slopes and establishing grass and landscaping, they left them rough and allowed them to be overgrown with weeds. The difference in cost between the half-way measure and a first-rate appearance is minor but the difference in image is major.

At Metro Park East the filling operation was started in the Southwestern part of the site. It will be several years before any part of the operation will be visible from the highway.

A landscaping plan has been started which contemplates the planting of several thousand trees and shrubs each year. By the time the site operations are visible from the highway it is expected that the plantings will provide a natural screen and windbreak. Where screening is ineffective, berms will be constructed.

PART XII - OPERATIONS

A. COLLECTION.

At this time, the Agency is collecting domestic refuse for the City of Des Moines. Once per week, service is provided to single family dwellings and multiple family dwellings up to and including four plexes. Included is all domestic refuse, without limit on volume provided it is placed in rubbish containers, plus yard rubbish which is placed in disposable containers. No bulky rubbish service is provided.

Where there are alleys, the customer must place refuse containers and yard rubbish at the alley line. Where there are no alleys, collection is made from wherever the customer normally stores his refuse (provided it is outside). All yard debris must be placed at the curb.

The Agency serves approximately 60,000 dwelling units each week with 24 three man crews using 50 gallon tote tubs. This averages 2,500 dwelling units per crew-per week or 500 dwellings per crew-per day.

To reduce the total man hours consumed in hauling full loads to the landfill site, extra trucks and drivers are used. The extra driver brings an empty truck to the route and trades his empty truck for one that has been filled by the three man collection crew. The crew continues work with the new empty truck and the extra driver takes the full one to the landfill site for unloading. He then delivers this empty truck to another crew and trades for their full one. Using this system the full three man crew is kept busy and is not involved in the haul to and from the sanitary landfill site. This is particularly important because the Agency has only one site located approximately 10 miles east of the City of Des Moines. The haul time from the western part of the city represents a considerable expense when three men are involved. When the second site is opened in the western part of the service area the use of extra trucks and drivers will be evaluated and a decision will be made at that time whether to continue this practice.

There is one foreman assigned to each six collection crews and he is responsible for their daily activities. He has a two-way radio in his pickup truck connected to Agency headquarters.

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The average wage in the Collection Department is $4.09 per hour or $8,507 per year. Fringe benefits average 29% of the hourly wages. There are 91 jobs in the Collection Department plus replacement personnel for men away on leave or vacation. The total annual cost of personnel to man these 91 jobs is approximately $1,203,000 or $13,219 per job - per year. This includes wages, benefits and overtime.

These numbers are slightly different from those reported in Exhibit C of Document VIII-3 which is included in the Appendix. The above numbers have been updated and reflect 1973 conditions.

The City of Des Moines originally paid the Agency a fee equal to $2.00 per dwelling unit-per month less the administrative cost of fee collection. In May of 1972 this fee was modified to equal a lump sum of $115,000/month or $1,380,000/year and again in 1973 to a lump sum of $155,346 per month or $1,864,152 per year. Since the Agency operates as a non profit entity, and with no cash reserve fund, the cash receipts fluctuated so widely that the Agency was not able to meet its monthly financial obligations for manpower and other expenses under the terms of the original contract. To enable the Agency to budget its cash with a reasonable degree of accuracy the original contract was modified as per the above figures.

The Agency began operation using the existing fleet of collection trucks previously used by the City of Des Moines. These were all 16 cubic yard capacity rear loading packer bodies on single axle chassis. These vehicles are being replaced with new equipment as the budget permits. The new fleet will contain approximately one third 16 C.Y. single axle vehicles and two-thirds 25 C.Y. tandem axle vehicles.

At the time this report is being written the Agency has replaced one third of the 16 C.Y. fleet with 25 C.Y. tandem axle packers and has the second one third out for bid. They have also replaced one third of the fleet with new 16 C.Y. single axle chassis reusing existing packer bodies. When the vehicles now being bid are delivered, the Agency will have a modern fleet (all under 4 years) to be used on the daily routes. Some of the older units now used as spares will be scrapped and others will be used for parts. The best of the old fleet will be maintained for standby and for extra trucks used to haul to the landfill site.

Vehicle chassis are scheduled to be replaced after 4 years of service and packer bodies after 8 years. The replacement cost of the average vehicle is estimated to be $3,580 per year based on 24 active vehicles.

Maintenance and operating costs are estimated to be $145,000 per year. This is equal to $6,000 per year based on 24 active vehicles.

See Exhibit C of Document VII-3 for vehicle cost breakdown.

The total operating cost of the Collection Department is $1,864,152.00 per year.

B. DISPOSAL.

At this time, the Agency is operating one sanitary landfill site known as Metro Park East located approximately 10 miles east of the city limits of Des Moines in Polk County. This site serves all of the Des Moines Metropolitan Area. A second site to be located in the western portion of the service area will be opened as soon as conditions permit.

Document VII-3 provides a description and cost breakdown of site operation including hours and days of operation, quantities, equipment requirements, personnel requirements and other miscellaneous information for both a single site and a two site operation.

The selection, development and financing of these sites as described in other parts of this report, together with the information presented in Document VII-3 gives a rather complete description of the factual information associated with the disposal of solid waste in this service area. However, there is one point to be emphasized - when planning to operate one or more sanitary landfill sites, it is recommended that planning include the necessary resources not only to do the job but to do the job properly. The present site is being operated for less than 50¢ per cubic yard for a one site operation and will increase to 75¢ per cubic yard when the second site is opened. These rates are very economical but they still include adequate labor and adequate equipment to operate in a manner which will not create any pollution or nuisance. There are four laborers included for each site to direct traffic and maintain the grounds in a presentable condition and there is spare equipment to permit continuous operation in the event of breakdown of a necessary machine. The temptation to eliminate or economize on site laborers and spare equipment should be vigorously resisted because these two elements of cost can make the difference between a first class operation and one that is only barely adequate.

PART XIII - PUBLIC RELATIONS

The original report recommending the creation of the Agency did not place much emphasis on public relations other than to indicate that some form of informational program should be carried out. Therefore, the Agency Board and staff did not conduct a major public relations program in the early implementational stages of the Agency.

It became apparent, however, early in the program as the Agency started to pursue its goal, that of the total operation of a collection and disposal service, the Des Moines citizen's understanding of the Agency and the reasons for it were missing. The words "gimmick" and "tricks" have been used repeatedly in conjuction with the Agency's takeover of the solid waste collection and disposal operations, creating a large distrust of the Agency and its operation.

After two years of operation, the original setup of the Agency and its reasons for existance still remain a mystery to most Des Moines residents. Most residents still maintain that they are paying double for the collection service as the collection fee was placed on the water bill with no reduction in property taxes. It is therefore vital to the survival of such an agency, that the complete story be told and that the city administration and elected officials support it to their fullest.

The Agency applied for and received a Supplemental Public Relations Grant (No 3-606EC-0024-02S1) in June, 1970. The monies were used to retain the services of a public relations firm for the purpose of developing and distributing information to the area residents concerning the Agency's function. This firm prepared and issued several press releases to the local news media. These releases along with the Agency meeting minutes served as a foundation for the Agency membership to disseminate information to their respective councils and the various groups to which they speak or contact.

Information concerning the Agency's operation was given to several local Ecology and Environmental groups including the local colleges, churches and various civic groups.

Shortly after the Agency took over the collection responsibility, a heavy public relations and information program was launched in cooperation with local ecology groups and the Des Moines Area School System. A pamphlet describing "Solid Waste and What to do with it" was developed and distributed to the general public.

It would be an impossible task to implement the recommendations of such a study as was prepared by HDR for the metropolitan area without enlisting the aid of the news media. The information dispensers are the local newspapers, television and radio stations. We have found that most people either read, listen to or watch the news media. We find however, that many people read, listen and watch what they choose and understand what they want to understand.

Each step of the implementation that could have resulted in some form of controversy has been fully covered by all forms of the news media. At times their stories were designed to mold public opinion for the benefit of the Agency and at other times the stories seemed to be pointed counter to the direction of the implementation program.

Interviews with those concerned with the implementation were reported in the newspapers, appeared on the local TV and on spot news broadcasts of the local radio stations. Endless hours of local talk shows were devoted to the discussion of the Agency's policies, aims and goals. As one might expect, not all discussion has been factual. As a result, the Agency staff has frequently consulted with the program monitors and has provided answers to a number of listener questions. The Agency Director has also appeared on both TV and radio to answer questions submitted by the public.

It is clear that if the news media is not in favor of such an agency, they can turn it off in short order. The power wielded by the press, TV and radio is quite awesome. All news media must be made fully aware of all functions of such an Agency, as any activity may be interpretated as hostile by the citizens of the area or community.

As a public service, one of the local radio stations (KRNT) and its television affiliate offered to carry as a part of its regular morning programming, the current collection status of the Agency. The station's public relations man proposed a system of color coding for the various daily routes of the

Agency and volunteered to announce the color route the Agency was collecting that day.

The Agency had a set of cards printed by color, addressed and mailed to all residents receiving Agency collection. The card also had an abbreviated set of rules printed on it. The color coding system has been a great help in informing the resident when he might expect collection in periods of inclement weather and holidays.

The agency staff has spoken to various groups such as the Chamber of Commerce, Kiwanis Club, Isaac Walton League, consulting engineers, public works officials, League of Women Voters, Des Moines Garden Club, school assemblies, college students, ecology clubs, etc., in an effort to bring to the attention of the general public the factual basis for the Agency's existance and some of the problems associated with such an operation.

Prior to seeking zoning approval for landfill sites, the Agency took public officials, interested citizens and concerned neighbors of the sites to visit sanitary landfill operations in other states. Since the Agency started operating its sanitary landfill, Metro Park East, similar field trips have been conducted at the Agency operation. The Agency staff has conducted tours of the sanitary landfill operation for such groups as ecology classes, planning agencies and public officials from through-out the state, out-of-state personnel and many interested citizens.

DOCUMENT IV-1

SAMPLE AGREEMENT - COOPERATION TO OBTAIN STUDY

WITNESSETH:

That the City of Des Moines, Iowa (hereinafter FIRST PARTY), and the ______________________________ (hereinafter SECOND PARTY), enter into this contract agreement this ________ day of ____________________, 19__, as hereafter set forth:

WHEREAS, the political subdivisions of the Des Moines Metropolitan Area, which for the purposes of this instrument shall consist of the following political subdivisions:

County of Polk
County of Warren
City of Altoona
City of Ankeny
City of Bondurant
City of Carlisle
City of Clive
City of Des Moines
City of Grimes
City of Norwalk
City of Pleasant Hill
City of Urbandale
City of West Des Moines
City of Windsor Heights

have a common problem with regard to the collection and disposal of solid waste, and

WHEREAS, said political subdivisions, desiring to cooperate toward the solution of said problem, have expressed their intentions to collectively finance a study of solid waste collection and disposal in said Des Moines Metropolitan Area by a qualified sanitary engineer, and

WHEREAS, FIRST PARTY has a staff of competent sanitary and civil engineers, and administrative personnel, and can contract with a sanitary engineering firm to be chosen as hereinafter set forth and can pay the full cost of such contract, estimated to be in the amount of $30,000, with expectation of reimbursement from the remaining 13 political subdivisions for portions of such expenditures, all as hereafter set forth; and

WHEREAS, the SECOND PARTY, being one of said political subdivisions, is desirous of entering into an agreement whereby it may join with FIRST PARTY toward such method of financing such a study; and

WHEREAS, it is agreed that the fairest means of assessing costs to all political subdivisions to FIRST PARTY on a per capita basis according to 1960 census figures or a reasonable approximation thereof, and that the percent of total contract cost to be borne by each such political subdivision in said Des Moines Metropolitan Area involved in said study shall be the following:

Governmental Unit	1960 Population	Percent of Total Cost of Study
City of Des Moines	208,982	84.31
City of West Des Moines	11,949	4.82
City of Urbandale	5,821	2.35
County of Polk	5,165	2.08
City of Windsor Heights	4,715	1.90
City of Ankeny	2,964	1.20
County of Warren	1,943	.78
City of Altoona	1,458	.59
City of Norwalk	1,328	.54
City of Carlisle	1,317	.53
City of Clive	752	.30
City of Grimes	697	.28
City of Pleasant Hill	397	.16
City of Bondurant	390	.16

NOW, THEREFORE, FIRST PARTY AND SECOND PARTY hereby contract and agree as follows:

1. That FIRST PARTY shall make application to the United States of America for a federal grant to assist in the financing of said study of solid waste in said Des Moines Metropolitan Area.

2. That a Negotiating Committee shall hereafter be formed representing said Des Moines Metropolitan Area, said committee to be composed of one representative each from the following political subdivisions: County of Polk, County of Warren, City of Altoona, City of Ankeny, City of Des Moines and City of West Des Moines.

3. That said Negotiating Committee shall negotiate and FIRST PARTY shall enter into a contract with that firm recommended by said Negotiating Committee, in an amount not to exceed $30,000 for the conduct and reporting of the results of said study of solid waste collection and disposal in said Des Moines Metropolitan Area; provided, however, that in the event said contract shall exceed $30,000, then and in that event FIRST PARTY shall pay that excess over $30,000, subject to such contribution as SECOND PARTY shall deem appropriate to absorb such additional cost.

4. That in the event FIRST PARTY does not receive federal funds toward defraying the cost of such study, then upon FIRST PARTY making payment to said sanitary engineer and thereafter advising SECOND PARTY of such payment, SECOND PARTY shall reimburse FIRST PARTY in an amount equal to .59% of the amount so expended by FIRST PARTY, but not to exceed $ 177.

5. That in the event FIRST PARTY obtains a grant of federal funds toward defrayment of the cost of said study, then and in that event the reimbursement by SECOND PARTY to FIRST PARTY shall be and remain that amount which shall be the percentage set forth in paragraph 4 of that sum which shall be determined by subtracting the amount of said grant of funds received by FIRST PARTY from the contract amount so expended by FIRST PARTY.

6. That the payment by SECOND PARTY of the amount agreed upon herein, once said amount shall be determined and shall become due, shall in no way be contingent upon the payment or non-payment, or agreement or failure of agreement of any other political subdivision herein named.

7. That in the event other or further political subdivisions express a willingness and intention to contribute toward said study, and thereafter contract with FIRST PARTY toward the defrayment of a part of the expense of said study, this contract shall be subject to renegotiation between FIRST PARTY and SECOND PARTY of the amount of reimbursement to be paid by SECOND PARTY to FIRST PARTY as hereinabove set forth.

CITY OF DES MOINES

Attest:

____

By______________________
Mayor

____
(Political Subdivision)

Attest:

____
(Title)

By______________________
(Title)

RESOLUTION OF INTENT

WHEREAS, fourteen governments in the Des Moines metropolitan area have cooperatively financed the conduct of a comprehensive study of solid waste collection and disposal in said metropolitan area; and

WHEREAS, the professional engineering consulting firm of Henningson, Durham & Richardson in association with the professional engineering consulting firm of Veenstra and Kimm have completed this study and have submitted said study with the recommendations contained therein to the fourteen governments involved in the study; and

WHEREAS, the recommendations of said study are the result of comprehensive and competent analysis and are deemed to have merit

NOW, THEREFORE, BE IT RESOLVED BY THE ______________________________
that:

1. This governmental unit does hereby indicate general agreement with the concept of forming a metropolitan agency to perform the service of disposal of solid wastes and related functions for this government.
2. This governmental unit does hereby pledge to participate favorably in the formation of a metropolitan solid waste agency for the disposal of solid wastes.
3. This governmental unit does hereby indicate its desire to have the Steering Committee for the formation of such a metropolitan agency proceed as rapidly as possible toward this objective on behalf of this governmental unit.

ATTEST:

____
CITY CLERK

SIGNED:

____
MAYOR

DOCUMENT IV-3

INTERGOVERNMENTAL AGREEMENT CREATING THE METROPOLITAN AREA SOLID WASTE AGENCY

By virtue of this agreement made and entered into by, between and among the Town of Altoona, Iowa, the City of Ankeny, Iowa, the Town of Bondurant, Iowa, the Town of Carlisle, Iowa, the Town of Clive, Iowa, the City of Des Moines, Iowa, the Town of Grimes, Iowa, the Town of Norwalk, Iowa, the Town of Pleasant Hill, Iowa, the County of Polk, Iowa, the City of Urbandale, Iowa, the County of Warren, Iowa, the City of West Des Moines, Iowa, and the City of Windsor Heights, Iowa, (all parties being hereinafter called the "Municipalities"), there is hereby formed the Des Moines Metropolitan Area Solid Waste Agency (hereinafter called the "AGENCY"), consisting of elected representatives of the governing bodies of the Municipalities which said Municipalities represent a majority of the local governmental jurisdictions comprising the Des Moines metropolitan area.

WITNESSETH:

I.
AUTHORITY

The Municipalities enter into this agreement under and by virtue of the power to do so granted by Chapter 28E, Code of Iowa, 1966.

II.
PURPOSES

1. The purposes of the AGENCY are as follows:

   (a) To provide for the economic collection and disposal of all solid waste produced or generated within each member city, town, and that portion of each such county as the Board of Supervisors shall determine to be part of the metropolitan area, comprising the Municipalities.

   (b) To cooperate with local, State and Federal public health agencies in preventing the contamination and pollution of the land, water and air resources of the area, through the control, collection and disposal of solid waste.

   (c) To engage such employees and provide offices, equipment, machinery, buildings and grounds as are necessary to adequately perform the functions of the AGENCY.

   (d) To contract with member cities, towns and counties and with public or private persons, firms or corporations for the collection and disposal of solid waste, and collect payment for such services, and to receive and expend State, Federal and private grants and other monies which may be made available, to the extent permissible under applicable State and Federal laws, and under the rules hereinafter set forth.

III.
ORGANIZATION

(a) The Governing body shall be designated as the AGENCY BOARD (hereinafter called the "Board"), consisting of an elected representative of the governing bodies of each participating governmental jurisdiction, or his designated substitute, which substitute shall be approved by the body he represents.

(b) Each member of the Board shall have one vote for each 50,000 population or fraction thereof, residing in the government jurisdiction he represents. Such population shall be ascertained from the most recent Federal Census for that jurisdiction.

(c) A quorum shall consist of a majority of the entire Board membership, regardless of the number of votes held by each member present.

(d) The Chairman and the Vice-Chairman of the Board shall be elected by majority of Board membership and shall serve for a term of one year or until their respective successors in office are chosen. The incumbent in each said office may succeed himself.

(e) The Board shall hold at least one meeting during each quarter of the year on dates and at places which shall be determined by the Board. Special meetings may be held at the call of the Chairman, Vice-Chairman or majority of the membership of the Board.

(f) The Board shall hire a Director and such other supervisory, clerical, and other personnel as are necessary to carry out the functions of the AGENCY. The Board shall fix their compensation and benefits, and shall approve all personnel rules and regulations pertaining thereto.

(g) The Director shall be the Secretary and Treasurer of the AGENCY and shall have the authority, duties and obligations normally associated with these offices, including but not limited to the receipt and disbursement of funds and the preparation and submission of quarterly and annual financial reports to the Board.

(h) The Board may employ legal counsel, who may be a paid employee of one of the members, and who may receive compensation set by the Board for the performance of his duties.

IV.

DURATION

1. It is the intention of this agreement that the AGENCY be a permanent organization. Additional municipalities may be added to the membership of the AGENCY upon a three-fourths vote of all of the members of the Board.

2. In the event an additional municipality shall apply for membership in the AGENCY and said application is considered and approved by the then existing Board, then said municipality may be added to the membership, provided however, that said additional municipality as a condition of membership agrees to abide by the terms of this agreement as set out herein and possess legal power and authority to so do.

V.

POWERS

1. The Municipalities delegate the following powers to the AGENCY and Board:

   (a) To cause the collection and disposal of solid waste materials determined by the Board to be appropriate.

   (b) To contract with all levels of government, other public agencies, private agencies and private individuals, toward the accomplishment of the stated purposes of the AGENCY, within the limits authorized by law.

   (c) To receive funds from each member Municipality as payment for providing collection and disposal of domestic refuse from residents therein; provided however, that in lieu of receiving such funds from member municipalities, it shall have the power to bill individuals directly for payment for collection services and to receive such payments, for and on behalf of the municipalities.

   (d) To charge a disposal fee to be collected from all such users of the AGENCY'S disposal facilities as the Board shall direct.

   (e) To hire employees, fix their compensation, benefits, personnel rules and regulations, and terminate their employment.

   (f) To purchase, lease, receive as gifts or donations, or otherwise acquire all land, buildings, equipment and supplies necessary to carry out the functions of the AGENCY, and to dispose of the same.

   (g) To make or cause to be made studies and surveys necessary to carry out the functions of the AGENCY.

   (h) To contract with and compensate consultants for professional services including but not limited to architects, engineers, planners, lawyers, accountants, rate specialists, and all others found necessary to the stated purposes of the AGENCY.

   (i) To issue revenue bonds for the purchase of land and equipment and erection of buildings and other improvements, and to provide for their retirement.

   (j) To prepare and recommend to member Municipalities local ordinances governing refuse collection transportation and disposal, regulation of private collection haulers, land use regulations, sanitation, burning of private or public wastes, incineration standards and such other regulations as may from time to time be required.

   (k) To exercise any and all powers relative to the efficient collection and disposal of solid waste available under then existing laws to each member Municipality.

   (l) To prepare by-laws, rules and regulations, fee schedules, and entrance and termination forms and procedures for membership in the AGENCY.

   (m) To provide for a system of budgeting, accounting, auditing and reporting of all AGENCY funds and transactions, for a depository, and for the bonding of employees.

(n) To consult with representatives of Federal, State and local agencies, departments and their officers and employees and to contract with such agencies and departments.

(o) To exercise any and all other powers consistent with the stated purposes of the AGENCY available under then existing law to each member Municpality.

VI.
TECHNICAL COOPERATION FROM MUNICPALITIES

1. The Municipalities agree to respond to reasonable requests to make local records available to the AGENCY staff and its consultants or employees for the purposes of this agreement, and to assure that engineers, architects and consultants hired by the Municipalities release materials, data and other pertinent items paid for by public funds to the AGENCY staff to aid in the efficient and effective accomplishment of such purposes.

VII.
FINANCING

1. The Board shall prepare a budget based on calendar years for the operation of the AGENCY to be adopted in June of the year preceding the budget year.

2. The Board shall request each Municipality to provide in its budget for its share of the AGENCY budget.

3. The Board shall annually adopt a percentage formual, based on population, as shown in the last completed Federal census, for the purpose of allocating the portion of the AGENCY budget each Municpality will provide.

4. The share of each budget from each Municipality shall be due and payable to the Treasurer of the AGENCY in quarterly payments to be made within 30 days after the beginning of the quarter of the AGENCY's budget year.

5. Special appropriations shall be made by the parties hereto for funding the operation of the AGENCY prior to the establishment of the budget cycle.

6. Any special or budgetary appropriation adopted by the AGENCY shall be a membership requirement of each and every Municipality and shall upon the Municpality's contracting with the AGENCY therefor constitute a legal liability on the part of such Municipality. The failure of a Municipality to pay over to the AGENCY the allotted share of an AGENCY budget may be considered a momentary withdrawal of that Municpality and a default of this Agreement.

VIII.
SUSPENSION OF VOTING RIGHTS AND SERVICES

During a period of delinquency by a Municipality in the payment to the AGENCY of its share of a budget and before such delinquency is determined a voluntary withdrawal, such Municipality shall not be entitled to the services of the AGENCY, nor shall the Municipality be entitled to vote on matters coming before the Board, unless such delinquency shall be waived for voting purposes by a three-quarters vote of the remaining members of the Board.

IX.
DISSOLUTION

1. In the event of the withdrawal of any Municipality from the AGENCY such withdrawing Municipality shall be entitled to a pro-rata share of the value of the real and personal property of the AGENCY. Such share shall be calculated as the percentage of the then value of said property based on the ratio of the funds the withdrawing Municipality has provided to the AGENCY during the period of this agreement to the sum of all funds provided by all Municpalities. Funds for the payment of the pro-rata share of such property value shall be provided for in the next succeeding AGENCY budget cycle and shall be payable within six (6) months of the beginning of the budget year in which the item appears. A withdrawing Municipality may waive its pro-rata share of any real or personal property in the possession of the AGENCY.

2. The AGENCY shall be completely dissolved and this agreement terminated only upon the affirmative three-quarters majority vote of the Board.

3. In the event of complete dissolution of the AGENCY, any real or personal property shall be sold and the proceeds pro-rated among the Municipalities at the time of dissolution on the basis of the sum of the portions of the budget for the AGENCY provided by them for and during the period of this agreement. The current budget year shall be used as one of the years in the calculation if all Municpalities have made their proper contribution. If all members have not made their proper contribution, the balance remaining of funds collected during the current year shall be refunded to the contributors before determining the value of the assets of the AGENCY at dissolution, and said year shall not be used in calculating the shares.

X.

MANNER OF ACQUIRING AND HOLDING PROPERTY

1. The Board may lease, purchase, or acquire by any other means, from members or from any other source, such real and personal property as is required for the operation of the AGENCY and the carrying out of the purposes of this agreement. The Board shall maintain title to all such property in the name of the AGENCY and shall require the Secretary to maintain an inventory. Property, materials and services shall be acquired or disposed of only upon a majority vote of a quorum attending a duly called Board meeting, provided however, that by the same vote, the Board may authorize the Director to expend such funds as the Board may direct for other authorised purposes of the AGENCY.

DOCUMENT IV-4

RESOLUTION AUTHORIZING APPLICATION FOR IMPLEMENTATION GRANT

WHEREAS, the Des Moines Metropolitan Area Solid Waste Agency Board met on the 26th day of February, 1969, and did on that date adopt the resolution set forth in the minutes of that meeting, hereto attached, authorizing the temporary staff of the agency to prepare a tentative application to the Public Health Service of the Department of Health, Education and Welfare asking such department to grant certain funds to the Des Moines Metropolitan Area Solid Waste Agency; and

WHEREAS, it is proposed that such funds, in combination with local subscriptions, would be used to finance the transition by the member communities from the point of determination of need, as indicated by Henningson, Durham & Richardson, Inc. report, through the initial implementation of the program; and

WHEREAS, the City (Town) of______________________is a member of said Agency, duly represented on its Board, and is vitally interested in the functions of said Agency as they relate variously to the problems of the collection and disposal or disposal of solid waste and in any means of effectively minimizing the costs of each of such functions; and

WHEREAS, the proposed grant would serve to reduce the initial costs relating to such functions to the member municipalities by approximately two-thirds and expedite the implementation of the program proposed; and

WHEREAS, the Chairman of said Board has by letter hereto attached advised this Council that the tentative application contemplates a total budget of $301,830.00, with the federal share being $201,287.00 and the local share being $100,643.00, of which $60,643.00 would be a contribution in cash and $40,000.00 would be a contribution of services in kind; and

WHEREAS, on a population basis allocation of said $60,643.00, the determination of the cash contribution asked of the various member municipalities is as follows:

Unit	First Year	Second Year
Altoona	97.32	254.41
Ankeny	199.68	521.97
Bondurant	26.85	70.18
Carlisle	87.26	228.09
Clive	48.66	127.20
Des Moines	14,132.11	36,941.42
Grimes	45.31	118.43
Norwalk	88.93	232.47
Pleasant Hill	26.85	70.18
Polk City	33.56	87.73
Polk County	347.35	907.96
Urbandale	392.65	1,026.39
Warren County	129.21	337.75
West Des Moines	807.12	2,109.81
Windsor Heights	317.14	829.01

WHEREAS, the Board of said Agency must be advised through our representative of the position of this City (Town) with reference to such application and such contribution at some time before the scheduled meeting of said Agency Board on the 20th day of March, 1969 at which time said Board proposes to adopt a resolution authorizing the submission of such an application; and

WHEREAS, it appears to be in the best interests of the City (Town) of ____________________to foster and encourage the cooperative effort of these local communities to solve this mutual problem.

NOW, THEREFORE, BE IT RESOLVED By the City (Town) Council of the City (Town) of______________________, Iowa;

That said proposal be and is hereby approved; that Mr.________________________, the representative of this City (Town) on the Board of said Des Moines Metropolitan Area Solid Waste Agency be and is hereby expressly authorized to vote in the affirmative on the proposition of submission of an application for such grant; and that the City (Town) of ____________________________, Iowa does hereby subscribe and agree to pay, in consideration of mutual subscriptions and agreements by the member municipalities to such agency, the sum of$________________for the first year upon call of the Agency on or about July 1, 1969 and the sum of $________________for the second year upon call of the Agency on or about July 1, 1970.

BE IT FURTHER RESOLVED, that it is understood and agreed by this Council that the City of Des Moines, Iowa shall assume primary responsibility for the provision of local services in kind but shall have access to the services of the several public officials of all participating municipalities to satisfy specific requirements of the proposed program in this regard, within the limitation that such in kind services shall be roughly proportionate to the respective populations of the member municipalities.

Moved by____________________to adopt.

DOCUMENT IV-5

AMENDED AND SUBSTITUTED INTERGOVERNMENTAL AGREEMENT CREATING THE DES MOINES METROPOLITAN AREA SOLID WASTE AGENCY

This agreement is made and entered into by, between and among the Town of Altoona, Iowa, the City of Ankeny, Iowa, the Town of Bondurant, Iowa, the Town of Carlisle, Iowa, the Town of Clive, Iowa, the City of Des Moines, Iowa, the Town of Elkhart, Iowa, the Town of Grimes, Iowa, the Town of Norwalk, Iowa, the Town of Pleasant Hill, Iowa, the County of Polk, Iowa, the City of Urbandale, Iowa, the County of Warren, Iowa, the City of West Des Moines, Iowa, the City of Windsor Heights, Iowa, the Town of Mitchellville, Iowa, the Town of Polk City, Iowa, and the Town of Waukee, Iowa (all parties being hereinafter called the "Municipalities"), which said Municipalities represent a majority of the local governmental jurisdictions comprising the Des Moines metropolitan area.

WITNESSETH:

I.
CREATION OF THE METROPOLITAN AREA SOLID WASTE AGENCY

Pursuant to the provisions of Chapter 28E, Code of Iowa, 1966, the Municipalities hereby form and create, as a public body corporate and politic and separate legal entity, the Des Moines Metropolitan Area Solid Waste Agency (hereinafter called the "Agency").

II.
PURPOSES

1. The purposes of the Agency are as follows:

(a) To provide for the economic disposal, or collection and disposal, of all solid waste produced or generated within each member city, town and that portion of each member county as the Board of Supervisors shall determine to be part of the metropolitan area, comprising the Municipalities.

(b) To cooperate with local, State and Federal public health agencies in preventing the contamination and pollution of the land, water and air resources of the area, through the control, collection and disposal of solid waste.

(c) To engage such employees and provide offices, equipment, machinery, buildings and grounds as are necessary to adequately perform the functions of the Agency.

(d) To contract with member cities, towns and counties, with public or private persons, firms or corporations for the disposal, or collection and disposal, of solid waste, and collect payment for such services, and to receive and expend State, Federal and private grants and other moneys which may be made available, to the extent permissible under applicable State and Federal laws, and under the rules hereinafter set forth.

III.
ORGANIZATION

(a) The governing body of the Agency shall be designated as the Agency Board (hereinafter called the "Board"), whose membership shall consist of an elected representative of the governing body of each participating governmental jurisdiction, or his designated substitute, which substitute shall be approved by the body he represents. Each member of the Board shall have one vote for each 50,000 population or fraction thereof, residing in the governmental jurisdiction he represents. Such population shall be ascertained from the most recent federal census or special federal census, whichever is latest, for that jurisdiction. Where the governmental jurisdiction is a county, such population shall be that of the unincorporated portion of the area designated by the Board of Supervisors pursuant to paragraph II (a) of this agreement.

(b) There shall be two classes of membership in the Agency, which shall be full membership and limited membership, and each member Municpality shall designate by resolution of its governing body the class of membership it shall choose within the Agency. Such resolution shall be transmitted to the Agency and, until revoked or superseded by subsequent action of that Municipality's membership class. The distinction between full membership and limited membership shall be:

(1) A member Municipality which designates full membership in the Agency shall participate in the collection and the disposal functions of the Agency and in all matters pertaining directly or indirectly to each said function.

(2) A member Municipality which designates limited membership in the Agency shall participate in only the disposal function of the Agency and in all matters pertaining directly or indirectly to that function only.

In the event the governing body of a member Municipality changes its designation of membership by resolution transmitted to the Agency, such change shall become effective upon its acceptance by the Agency.

(c) A quorum of the Board shall consist of a majority of the entire Board membership, regardless of the number of votes held by each member present. A quorum of a specific class of Agency members shall consist of a majority of the entire membership of that class, regardless of the number of votes held by each member present.

(d) A majority vote of the Board or of the members of the Board or any specified fractional vote of the Board or of the members of the Board, or a majority or specified fractional vote of a class of membership on the Board, when required by this agreement as authorization for or as a prerequisite to any certain Board or class action respectively, shall mean such a majority or such a fraction of the total votes represented by the representatives constituting either the quorum of the Board, where the Board is the authorized actor, or the quorum of a class of membership, where the members comprising that class are the authorized actors, at the meeting at which such action is considered. Such quorum shall be calculated on the basis of the rule of representation referred to in paragraph III (a) of this agreement and such rule shall apply in the ascertainment of such a majority or such fraction in those instances where this agreement requires of "all" the members or the "remaining" members as to a given issue or issues a majority vote or any fractional vote.

(e) Any Municipality which has designated limited membership in the Agency in the manner set forth in paragraph III (b) of this agreement may be counted for purposes of determining the adequacy of representation present to constitute a quorum in meetings of the Agency Board regardless of the agenda for such meeting, but such members shall vote only upon those proposed resolutions or other proposed actions by the Agency Board which relate directly or indirectly to the disposal services of the Agency which such Municipality has either contracted to receive or officially indicated its intention to contract to receive at the earliest convenience of the Agency.

(f) The Chairman and the Vice-Chairman of the Board shall be elected by majority of Board membership and shall serve for a term of one year or until their respective successors in office are chosen. The incumben in each said office may succeed himself.

(g) The Board shall hold at least one meeting during each quarter of the year on dates and at places which shall be determined by the Board. Special meetings may be held at the call of the Chairman, Vice-Chairman or majority of the membership of the Board.

(h) The Board shall hire a Director and such other supervisory, clerical and other personnel as are necessary to carry out the functions of the Agency. The Board shall fix their compensation and benefits, and shall approve all personnel rules and regulations pertaining thereto.

(i) The Director shall be the Secretary and Treasurer of the Agency and shall have the authority, duties and obligations normally associated with these offices, including but not limited to the receipt and disbursement of funds and the preparation and submission of quarterly and annual financial reports to the Board.

(j) The Board may employ legal counsel, who may be a paid employee of one of the members, and who may receive compensation set by the Board for the performance of his duties.

(k) The Board shall cause this Agreement to be filed with the Secretary of State and shall notify the Secretary of State of the name of any municipality withdrawing from or joining the Agency.

IV.

DURATION

1. It is the intention of this Agreement that the Agency be a permanent organization. Additional municipalities may be added to the membership of the Agency upon a three-fourths vote of all of the members of the Board.

2. In the event an additional municipality shall apply for membership in the Agency and said application is considered and approved by the then existing Board, then said municipality may be added to the membership, provided, however, that said additional municipality as a condition of membership agrees to abide by the terms of this agreement as set out herein and possess legal power and authority to do so. Upon Board approval of such application for membership, the new member Municipality shall designate the class of membership of its choice pursuant to paragraph III (b) of this Agreement.

V.

POWERS

The Agency shall be a public body corporate and politic and separate legal entity exercising public and essential governmental functions to provide for the public health, safety and welfare and shall have the following powers:

(a) To adopt and have a common seal and to alter the same at pleasure.

(b) To sue and be sued.

(c) To acquire, hold, use and dispose of the reserves derived from the operation of its facilities and other moneys of the Agency.

(d) To acquire, hold, use and dispose of other personal property for the purposes of the Agency.

(e) To acquire by purchase, gift, lease or otherwise, real property and easements therein, necessary or useful and convenient for the operation of the Agency, subject to all liens thereon, if any, and to hold and use the same, and to dispose of property so acquired no longer necessary for the purposes of this Agency.

(f) To accept gifts or grants of real or personal property, money, material, labor or supplies for the purposes of the Agency, and to make and perform such agreements and contracts as may be necessary or convenient in connection with the procuring, acceptance or disposition of such gifts or grants.

(g) To make and enforce by-laws or rules and regulations for the management and operation of its business and affairs and for the use, maintenance and operation of its facilities and any other of its properties, and to annul the same.

(h) To do and perform any acts and things authorized by Chapter 28E, Code of Iowa, 1966, and by this Agreement, under, through or by means of its officers, agents and employees or by contracts with any person.

(i) To enter into any and all contracts, execute any and all instruments, and do and perform any and all acts or things necessary, convenient or desirable for the purposes of the Agency or to carry out any powers expressly given by this Agreement.

(j) To cause the collection and disposal of solid waste material within each Municipality, or the disposal of such material from each Municipality, according to the class of membership designated by the Municipality in the Agency and pursuant to the contract between the Agency and the Municipality pertinent thereto.

(k) To fix, establish and maintain such rates, tolls, fees, rentals or other charges for the services and facilities of the Agency sufficient to pay at all times the cost of maintaining, repairing and operating said facilities, to pay the principal of and interest on bonds of the Agency then outstanding, to provide for replacements, depreciation and necessary extensions and enlargements and to provide a margin of safety.

(l) To make or cause to be made studies and surveys necessary or useful and convenient to carrying out the functions of the Agency.

(m) To contract with and compensate consultants for professional services including but not limited to architests, engineers, planners, lawyers, accountants, rate specialists, and all others found necessary or useful and convenient to the stated purposes of the Agency.

(n) To prepare and recommend to member Municipalities local ordinances governing refuse collection transportation and disposal, regulation or private collection haulers, land use regulations, sanitation, burning of private or public wastes, incineration standards and such other regulations as may from time to time be required.

(o) To exercise such powers relative to the efficient collection and disposal of solid waste as are available under then existing laws to each member Municipality as is necessary or useful and convenient to carrying out the functions of the Agency within such member Municipality, as such functions are defined by the service contract entered by and between that members Municipality and the Agency.

(p) To provide for a system of budgeting, accounting, auditing and reporting of all Agency funds and transactions, for a depository, and for the bonding of employees.

(q) To consult with representatives of Federal, State and local agencies, departments and their officers and employees and to contract with such agencies and departments.

(r) To exercise such other powers as are available under then existing law to each member Municipality as is necessary or useful and convenient to carrying out the functions of the Agency within such member Municipality, as such functions are defined by the service contract entered by and between that member Municipality and the Agency.

(s) To borrow money, make and issue negotiable bonds, certificates, refunding bonds and notes and to secure the payment of such bonds, certificates, refunding bonds and notes or any part thereof by a pledge of any or all of the Agency's net revenues and any other funds which it has a right to, or may hereafter have the right to pledge for such purposes.

(t) To provide in the proceeding authorizing such obligations for remedies upon default in the payment of principal and interest on any such obligations including but not limited to, the appointment of a trustee to represent the holders of such obligations in default and the appointment of a receiver of the Agency's property, such trustee and such receiver to have the powers and duties provided for in the proceeding authorizing such obligations.

(u) To receive funds from each member Municipality designating full membership in the Agency, as payment for providing collection and disposal of domestic solid waste from residents therein; provided, however, that in lieu of receiving such funds from member Municipalities and at the discretion of each member municipality, it shall have the power to bill individuals resident in such Municipality directly for payment for collection and disposal services and to receive such payments, for and on behalf of Municipalities so choosing.

(v) To hire employees, fix their compensation, benefits, personnel rules and regulations, and terminate their employment.

(w) To borrow money and accept grants, contributions or loans from, and to enter into contracts, leases or other transactions with municipal, county, State or the Federal Government.

VI.
TECHNICAL COOPERATION FROM MUNICIPALITIES

1. The Municipalities agree to respond to reasonable requests to make local records available to the Agency staff and its consultants or employees for the purposes of this Agreement, and to assure that engineers, architects and consultants hired by the Municipalities release materials, data and other pertinent items paid for by public funds to the Agency staff to aid in the efficient and effective accomplishment of such purposes.

VII.
FINANCING

1. The Board shall prepare a budget based on calendar years for the operation of the Agency to be adopted in June of the year preceding the budget year.

2. The Board shall request each Municipality to provide in its budget for its share of the Agency budget for its share of the Agency budget.

3. The Board shall annually adopt a percentage formula for each of the two classes of Agency membership, based on population as shown in the last completed federal census, or special federal census, whichever is latest, for the purpose of allocating the portion of the Agency budget each Municipality will provide.

4. The share of each budget from each Municipality shall be due and payable to the Treasurer of the Agency in quarterly payments to be made within 30 days after the beginning of the quarter of the Agency's budget year.

5. Special appropriations shall be made by the parties hereto for funding the operation of the Agency prior to the establishment of the budget cycle.

6. Any special or budgetary appropriation adopted by the Agency shall be a membership requirement of each and every Municipality. The failure of a Municipality to pay over to the Agency the allotted share of an Agency budget may be considered a momentary withdrawal of that Municipality and a default of this Agreement.

VIII.
NOT FOR PROFIT

It is expressly understood that the Agency is to be operated not for profit and no profit or dividend will inure to the benefit of any person.

IX.
SUSPENSION OF VOTING RIGHTS AND SERVICES

During a period of delinquency by a Municpality in the payment to the Agency of its share of a budget and before such delinquency is determined a voluntary withdrawal, such Municipality shall not be entitled to the services of the Agency, nor shall the Municipality be entitled to vote on matters coming before the Board, unless such delinquency shall be waived for voting purposes by a three-quarters vote of the remaining members of the Board.

X.
WITHDRAWAL AND DISSOLUTION

1. In the event of the withdrawal of any Municipality from the Agency, such withdrawing Municipality shall be entitled to a pro-rata share of the value of the real and personal property of the Agency. Such share shall be calculated as the percentage of the then value of said property based on the ratio of the funds the withdrawing Municipality has provided to the Agency during the period of this Agreement to the sum of all funds provided by all Municipalities. Funds for the payment of the pro-rata share of such property value shall be provided for in the next succeeding Agency budget cycle and shall be payable within six months of the beginning of the budget year in which the item appears. A withdrawing Municipality may waive its pro-rata share of any real or personal property in the possession of the Agency.

2. The Agency shall be completely dissolved and this Agreement terminated only upon the affirmative three-quarters majority vote of the Board which vote shall specify the date and time such dissolution shall be effective which date and time may be amended at or before such time but not thereafter by the same affirmative three-quarters majority vote of the Board.

3. In the event of such a vote to completely dissolve the Agency, any real or personal property shall be sold prior to the date and time aforesaid and the proceeds prorated among the Municipalities at the time of dissolution on the basis of the sum of the portions of the budget for the Agency provided by them for and during the period of this Agreement. The current budget year shall be used as one of the years in the calculation if all Municipalities have made their proper contribution. If all members have not made their proper contribution, the balance remaining of funds collected during the current year shall be refunded to the contributors before determining the value of the assets of the Agency at dissolution, and said year shall not be used in calculating the shares.

4. Anything herein to the contrary notwithstanding, Municipalities may not withdraw or in any way terminate, amend, or modify in any manner to the detriment of bondholders this agreement or any contract for the services of the Agency if revenue bonds or obligations issued in anticipation of the issuance of revenue bonds have been issued and are outstanding. Any revenue bonds for the payment and discharge of which, upon maturity or upon redeption prior to maturity, provision has been made through the setting apart in a reserve fund or special trust account created pursuant to this agreement to insure the payment thereof, of moneys sufficient for that purpose or through the irrevocable segregation for that purpose in a sinking fund or other fund or trust account of moneys sufficient therefor, shall be deemed to be no longer outstanding and unpaid within the meaning of any provision of this Agreement.

XI.
MANNER OF ACQUIRING AND HOLDING PROPERTY

1. The Board may lease, purchase, or acquire by any other means, from members or from any other source, such real and personal property as is required for the operation of the Agency and the carrying out of the purposes of this Agreement. The Board shall maintain title to all such property in the name of the Agency and shall require the Secretary to maintain an inventory. Property, materials and services shall be acquired or disposed of only upon a majority vote of a quorum attending a duly called Board meeting, provided, however, that by the same vote the Board may authorize the Director to expend such funds as the Board may direct for other authorized purposes of the Agency.

XII.
AMENDMENT OF AGREEMENT

Amendment of the Agreement shall be by the same procedures by which this Agreement was approved and executed.

XIII.
ARBITRATION OF DISPUTES BETWEEN MEMBERS

Except as may be otherwise required by law the Municipalities and each of them agree that any disputes which may arise between them or between them and the Agency, involving interpretation of this Agreement, shall be resolved whenever possible by voluntary negotiation in which the Director may act as mediator if Agency interests do not appear to be present in the issues presented or represent the Agency if the issues do affect the Agency. Such negotiation shall however not be obligatory and may if commenced be terminated at any time by withdrawal of any party to the conflict. At any time from and after it first appears that such a conflict exists, including the period of voluntary negotiation proposed, any party to such a conflict or whose interests as a member or as an Agency are affected thereby may invoke the processes of arbitration hereinafter described in the following manner:

(a) Any one or more Municipalities interested in such a dispute or the Agency shall serve notice in the manner of service of an original notice under the Iowa Rules of Civil Procedure upon all the adverse parties above referred to stating as simply as possible the points of difference between the parties and stating an intent to initiate such arbitration procedures and the completed service of such notice shall be deemed initiation of such procedures. Within 10 days thereafter the serving parties (acting jointly if more than one), jointly and severally identified as "Party X" for purposes of this Article, and the adverse parties served (acting jointly if more than one), jointly and severally identified as "Party Y" for purposes of this Article, shall each select one arbitrator

and shall notify the other in writing of the name and address of the arbitrator selected. The arbitrators so selected shall within ten (10) days after being notified of their selection select a third arbitrator, and after doing so shall in writing forthwith notify Party X and Party Y of the name and address of such third arbitrator. The three arbitrators selected as aforesaid shall immediately proceed to determine the points of difference stated in such notice, and the conclusion of said arbitrators, or a majority of them shall be reduced to writing and submitted in writing to Party X and Party Y, and the determination so made shall be binding upon Party X and Party Y and shall form the basis for future guidance of the parties on the issues so resolved.

(b) If either party shall fail to select an arbitrator as aforesaid, the party who is not in default may apply to the Secretary of State of the State of Iowa, for the appointment of the second arbitrator, which application shall be upon ten (10) days' written notice to the other party, and such Secretary of State shall appoint the second arbitrator. If the two arbitrators fail within ten (10) days after their appointment to agree upon the third arbitrator either of the parties, acting jointly if multiple in composition, or either of the arbitrators, whether appointed by the parties or by such Secretary of State, may make application to such Secretary of State upon not less than three (3) days' notice in writing to each of the parties and to the other arbitrators and upon such application such Secretary of State shall appoint the third arbitrator. The active contestants within each party shall pay the expense of its arbitrator and the expense incurred by it, and the compensation of the third arbitrator shall be divided equally as between such parties and paid by the active contestants in each as above provided. In the event that said arbitrators, or a majority of them shall fail to agree upon a determination of the issues within ten (10) days after the matter is submitted to them said arbitrators shall be discharged and the proceedings had before them shall be abandoned, and if, for the foregoing or any other reason, any arbitration shall fail, a new arbitration shall be immediately commenced by naming new arbitrators as above provided, and the parties shall so continue until a determination shall be made by such arbitrators or a majority of them as herein provided.

(c) Any vacancy on said board of arbitrators may be filled by the party originally entitled to select such arbitrator, and if such party neglects to so do for a period of ten (10) days after written notice by the other party to select such arbitrator, then such vacancy shall be filled, on three (3) says' written notice by the party not in default, by an appointment by such Secretary of State.

(d) No arbitrator shall be appointed hereunder unless he be entirely disinterested, not related to either of the parties or to another arbitrator, and all arbitrators must be of good repute, known integrity, well informed concerning municipal corporations and the rules and regulations to which they are legally subject and must have been resident freeholders of the State of Iowa, for at least five (5) years prior to appointment.

(e) It is the intent of this Agreement that recourse to arbitration as prescribed shall be a mandatory condition precedent to the invocation of a judicial remedy or judgment and that such arbitration shall be final and binding upon the parties thereto save and except only as the law requires.

(f) For the purpose of this article all the Municipalities which are parties to this Agreement shall be named in either Party X or Party Y. Party Y shall consist of parties known to be adverse to Party X and all other Municipalities, party to this agreement, which have not officially declared their intent to join in the initiation of such arbitration proceedings upon the date of delivery of the initiating notice for service. Selection of an arbitrator by Party Y shall, however, be by the real parties in interest to the issues presented.

____________________ of ____________________

Attest:

______________________________ By: ______________________________

DOCUMENT IV-6

CHAPTER 28E - CODE OF IOWA
JOINT EXERCISE OF GOVERNMENTAL POWERS

Referred to in Sections 28F.1, 136B.14, 309.19

28E. 1 Purpose
28E. 2 Definitions
28E. 3 Joint exercise of powers
28E. 4 Agreement with other agencies
28E. 5 Specifications
28E. 6 Additional provisions
28E. 7 Obligations not excused
28E. 8 Filing and recording
28E. 9 Status of interstate agreement
28E. 10 Approval of statutory officer
28E. 11 Agency to furnish aid
28E. 12 Contract with other agencies
28E. 13 Powers are additional to others
28E. 14 No limitation on contract

28E. 1 Purpose. The purpose of this chapter is to permit state and local governments in Iowa to make efficient use of their powers by enabling them to provide joint services and facilities with other agencies and to cooperate in other ways of mutual advantage. This chapter shall be liberally construed to that end. (C66, sec. 28E. 1)

28E. 2 Definitions. For the purposes of this chapter, the term "public agency" shall mean any political subdivision of this state; any agency of the state government or of the United States; and any political subdivision of another state. The term "state" shall mean a state of the United States and the District of Columbia. The term "private agency" shall mean an individual and any form of business organization authorized under the laws of this or any other state. (C66, sec. 28E. 2)

Referred to in sections 28F. 2, 406. 2

28E. 3 Joint exercise of powers. Any power or powers, privileges or authority exercised or capable of exercise by a public agency of this state may be exercised and enjoyed jointly with any other public agency of this state having such power or powers, privilege or authority, and jointly with any public agency of any other state or of the United States to the extent that laws of such other state or of the United States permit such joint exercise or enjoyment. Any agency of the state government when acting jointly with any public agency may exercise and enjoy all of the powers, privileges and authority conferred by this chapter upon a public agency. (C66, sec. 28E. 3)

28E. 4 Agreement with other agencies. Any public agency of this state may enter into an agreement with one or more public or private agencies for joint or cooperative action pursuant to the provisions of this chapter, including the creation of a separate entity to carry out the purpose of the agreement. Appropriate action by ordinance, resolution or otherwise pursuant to law of the governing bodies involved shall be necessary before any such agreement may enter into force. (C66, sec. 28E. 4)

28E. 5 Specifications. Any such agreement shall specify the following:

1. Its duration.

2. The precise organization, composition and nature of any separate legal or administrative entity created thereby together with the powers delegated thereto, provided such entity may be legally created.

3. Its purpose or purposes.

4. The manner of financing the joint or cooperative undertaking and of establishing and maintaining a budget therefor.

5. The permissible method or methods to be employed in accomplishing the partial or complete termination of the agreement and for disposing of property upon such partial or complete termination.

6. Any other necessary and proper matters. (C66, sec. 28E. 5)

28E. 6 Additional provisions. If the agreement does not establish a separate legal entity to conduct the joint or cooperative undertaking, the agreement shall also include:

1. Provision for an administrator or a joint board responsible for administering the joint or cooperative undertaking. In the case of a joint board, public agencies party to the agreement shall be represented.

2. The manner of acquiring, holding and disposing of real and personal property used in the joint or cooperative undertaking. (C66, sec. 28E. 6)

28E.7 Obligations not excused. No agreement made pursuant to this chapter shall relieve any public agency of any obligation or responsibility imposed upon it by law except that to the extent of actual and timely performance thereof by a joint board or other legal or administrative entity created by an agreement made hereunder, said performance may be offered in satisfaction of the obligation or responsibility. (C66, sec. 28E.7)

28E.8 Filing and recording. Before entry into force, an agreement made pursuant to this chapter shall be filed with the secretary of state and recorded with the county recorder. (C66, sec. 28E.8; 62GA, ch 99, sec. 1)

28E.9 Status of interstate agreement. If an agreement entered into pursuant to this chapter is between or among one or more public agencies of this state and one or more public agencies of another state or of the United States said agreement shall have the status of an interstate compact. Such agreements shall, before entry into force, be approved by the attorney general who shall determine whether the agreement is in proper form and compatible with the laws of this state.

In any case or controversy involving performance or interpretation thereof or liability thereunder, the public agencies party thereto shall be real parties in interest, and the state may maintain an action to recoup or otherwise make itself whole for any damages or liability which it may incur by reason of being joined as a party therein. Such action shall be maintainable against any public agency or agencies whose default, failure of performance, or other conduct caused or contributed to the incurring of damage or liability by the state. (C66, sec. 28E.9)

28E.10 Approval of statutory officer. If an agreement made pursuant to this chapter shall deal in whole or in part with the provision of services or facilities with regard to which an officer or agency of the state has constitutional or statutory powers of control, the agreement shall, as a condition precedent to its entry into force, be submitted to the state officer or agency having such power of control and shall be approved or disapproved by him or it as to all matters within his or its jurisdiction. (C66, sec. 28E.10)

28E.11 Agency to furnish aid. Any public agency entering into an agreement pursuant to this chapter may appropriate funds and may sell, lease, give, or otherwise supply the administrative joint board or other legal or administrative entity created to operate the joint or cooperative undertaking by providing such personnel or services therefor as may be within its legal power to furnish. (C66, sec. 28E.11)

28E.12 Contract with other agencies. Any one or more public agencies may contract with any one or more other public agencies to perform any governmental service, activity, or undertaking which any of the public agencies entering into the contract is authorized by law to perform, provided that such contract shall be authorized by the governing body of each party to the contract. Such contract shall set forth fully the purposes, powers, rights, objectives, and responsibilities of the contracting parties. (C66, sec. 28E.12)

28E.13 Powers are additional to others. The powers granted by this chapter shall be in addition to any specific grant for intergovernmental agreements and contracts. (C66, sec. 28E.13)

28E.14 No limitation on contract. Any contract or agreement authorized by this chapter shall not be limited as to period of existence, except as may be limited by the agreement or contract itself. (C66, sec. 28E.14)

DOCUMENT IV-7

CHAPTER 394 CODE OF IOWA
SELF-LIQUIDATING IMPROVEMENTS

Referred to in Sections 362.28, 384.3(11), 392.11, subsections 2 and 3
Applicable to all cities and towns

394.1 Sewage treatment plants and sanitary disposal projects - acquisition - bonds
394.2 Wharves, docks or piers.
394.3 Supervision and control
394.4 Repealed by 63GA, ch 1191, Sec. 23.
394.5 Garbage disposal plants and sanitary disposal projects - fees.
394.6 Self-liquidating contracts - bonds
394.7 Previous proceedings - other funds
394.8 Pledge of net earnings
394.9 Self-liquidating rates - lien on premises
394.10 Chapter applicable to municipal docks
394.11 Scope of chapter
394.12 Refunding bonds authorized
394.13 Interest rate on bonds

394.1 Sewage treatment plants and sanitary disposal projects - acquisition - bonds. Cities, towns, counties and sanitary districts incorporated under the provisions of chapter 358 are hereby authorized and (empowered to own, acquire, purchase, construct,)* powered to own, acquire, establish, construct, purchase, equip, improve, extend, operate, maintain, reconstruct and repair within or without the corporate limits of such city, town, county or sanitary district, works and facilities useful and convenient for the collection, treatment, purification and disposal in a sanitary manner of the liquid and solid waste, sewage, and industrial waste of any such city, town, county or sanitary district, including sanitary disposal projects as defined in section 406.2, also swimming pools or golf courses, and shall have authority to acquire by gift, grant, purchase, or condemnation, or otherwise, all necessary lands, rights of way, and property therefor, within or without the said city, town, county or sanitary district, to purchase and acquire an interest in such sanitary disposal project or such works and facilities which are owned by another city, town, county or sanitary district and which are to be jointly used by them, and to issue revenue bonds to pay all or any part of the cost of establishing, acquiring, purchasing, constructing, equipping, improving, extending, reconstructing, repairing, operating, or maintaining such sanitary disposal project or such works and facilities, including the amount agreed upon for the purchase and acquisition by a city, town, county or sanitary district of an interest in the sanitary disposal project or works and facilities which are owned by another city, town, county or sanitary district, and which are to be jointly used. As used in this chapter the words "works and facilities", "works", or "facilities" shall include but not be limited to sanitary disposal projects as defined in section 406.2. (C35, 6066-f1; C39, section 6066.24; C46, 50, 54, 58, 62, 66, Section 394.1; 63GA, ch 1191, sec. 21 (1-16))

45ExGA, ch 71, sec. 1, editorially divided
*See 63GA, ch 1191, Sec. 21(2)
Referred to in Sections 28F.1-28F.3

394.2 Wharves, docks or piers. Cities and towns are also hereby authorized and empowered to own, acquire construct, equip, operate, and maintain within and/or without the corporate limits of such city or town, wharves, docks, and/or piers, including the grading and filling of lands under their control, when the same are authorized by a majority of voters after the proposition of such project shall have been submitted to an election to be called and conducted as required by the statutes regulating elections relating to the authorization and issuance of bonds by cities and towns for similar purposes, provided, however, no election shall be necessary unless demanded by a petition signed by fifteen percent of the voters at the last preceding municipal election filed within sixty days following the publication of an ordinance adopted for the issuance of such bonds, and to issue revenue bonds to pay all or any part of the costs of acquiring, purchasing, constructing, reconstructing, equipping, improving, relocating, repairing or remodeling any of the works or improvements referred to in chapter 384 including the grading and filling of lands and the acquisition of property of every kind and description, whether real, personal or mixed, which is useful in the operation of dock facilities. (C35, Sec. 6066-f2; C39, sec. 6066.25; C46, 50, 54, 58, 62, 66, sec. 394.2; 63GA, ch 1184, sec. 2) See Sec. 75.1

394.3 Supervision and control. The construction, acquisition, improvement, equipment, custody, operation, and maintenance of any such works for the collection, treatment or disposal of sewage, swimming pools, golf courses, wharves, docks, sanitary disposal projects or piers, and the collection of revenues therefrom, for the service rendered thereby, shall be under the supervision and control of the city, town, county or sanitary district. (C35, sec. 6066-f3; C39, sec. 6066.26; C46, 50, 54, 58, 62, 66, sec. 394.3; 63GA, ch 1191, sec. 22(1-3))

394.4 Repealed by 63GA, ch 1191, sec. 23.

394.5 Garbage disposal plants and sanitary disposal projects - fees. Cities, towns, counties and sanitary districts may by resolution or ordinance provide a schedule of fees to be charged for the use of and the services and facilities to be rendered by the sanitary disposal project or for the collection and disposal of garbage and may pay the cost of establishing, acquiring, purchasing, constructing, equipping, improving, extending, reconstructing, repairing, maintaining and operating sanitary disposal projects, garbage disposal plants or incinerating plants out of the earnings of such project or plant; revenue bonds, payable solely and only out of the earnings of such project or plant, may be issued in the manner provided in this chapter. (C35, sec. 6066-f5; C39, sec. 6066.28; C46, 50, 54, 58, 62, 66, sec. 394.5; 63GA, ch 1191, sec. 24(1-5)).

394.6 Self-liquidating contracts - bonds. Cities, towns, counties and sanitary districts incorporated under the provisions of chapter 358, are authorized to borrow money from the federal government or an agency thereof for any of the purposes referred to in this chapter by issuing revenue bonds, payable as hereinafter provided and deliver such bonds to the federal government or an agency thereof; or such cities, towns, counties and sanitary districts may borrow money by issuing revenue bonds, payable as hereinafter provided, and to deliver such bonds to the contractor or contractors in payment for the costs of any of the projects or improvements referred to in this chapter; or such cities, towns, counties and sanitary districts may sell such bonds at a public sale upon the same conditions provided by chapter 75, insofar as the provisions of said chapter 75 are otherwise applicable to bonds issued by such cities, towns, counties and sanitary districts, and may use the proceeds from the sale of such bonds to pay all or any part of the cost of said projects or improvements. As evidence of such loan, such city, town, county or sanitary district may issue its bonds payable solely and only from the revenues derived from such project or improvement. Such bonds may be issued in such amounts as may be necessary to provide sufficient funds to pay all the costs of the project or improvement, including engineering, legal and other expenses, together with interest to a date six months subsequent to the estimated date of completion. Bonds issued under the provisions of this chapter are declared to be negotiable instruments, shall be executed by the mayor and clerk of the city or town, the chairman of the board of supervisors and county auditor of the county, or the trustees of the sanitary district and shall be sealed with the corporate seal of the municipality or sanitary district. The principal and interest of said bonds shall be payable solely and only from the special fund herein provided for such payment, and said bonds shall not, in any respect, be a general obligation of such city, town, county or sanitary district, nor shall they be payable in any manner by taxation, nor shall the municipality or sanitary district be in any manner liable by reason of the earnings being insufficient to pay said bonds. All the details pertaining to the issuance of such bonds and the terms and conditions thereof, shall be determined by resolution or ordinance of the municipality or sanitary district. Cities, towns, counties and sanitary districts may also borrow money and issue revenue bonds pursuant to the provisions of this chapter for the purpose of purchasing and acquiring sanitary disposal projects or works and facilities useful and convenient for the collection, treatment, purification and disposal in a sanitary manner of the liquid and solid waste, sewage and industrial waste of any such city, town, county or sanitary district and for the purpose of purchasing and acquiring an interest in any such projects, works and facilities which are owned by another city, town, county or sanitary district and which are to be jointly used. Such bonds may be delivered to the seller of such sanitary disposal project or works and facilities or to the municipality selling an interest in its sanitary disposal project or sewage works and facilities in payment of the purchase price, or such bonds may be sold at public sale in the manner provided by chapter 75 and the proceeds from such sale applied to the payment of the purchase price. (C35, sec. 6066-f6; C39, sec. 6066.29; C46, 50, 54, 58, 62, 66, sec. 394.6; 63GA, ch 1191, sec. 25(1-23))

Referred to in sec. 384.3(11)
Negotiable instruments, ch 554.3104 et seq.

394.7 Previous proceedings - other funds. This chapter shall be deemed to apply to all proceedings heretofore taken by cities, towns, counties and sanitary districts for any of the purposes referred to in this chapter, notwithstanding that a portion of the funds shall have been derived from sources other than the issuance of bonds hereunder. (C39, sec. 6066.30; C46, 50, 54, 58, 62, 66, sec. 394.7; 63GA, ch 1191, sec. 26(1-3))

394.8 Pledge of net earnings. Before the issuance of any such bonds, the governing body of the city, town, county or sanitary district by resolution or ordinance shall pledge the net earnings of the sanitary disposal project or works to the payment of said bonds and the interest thereon, and shall provide that the same shall be set apart as a sinking fund for that purpose. (C35, sec. 6066-f7; C39, sec. 6066.31; C46, 50, 54, 58, 62, 66, sec. 394.8; 63GA, ch 1191, sec. 27(1-3))

394.9 Self-liquidating rates - lien on premises. The governing body of the city, town, county, or sanitary district shall have power by ordinance or resolution, to establish and maintain just and equitable rates or charges for the use of and the service rendered by such works, to be paid by the owner of each and every lot, parcel of real estate, or building that is connected with and uses such works, by or through any part of the sewage system of the city or town, or that in any way uses or is served by such works. The governing body of such city, town, county, or sanitary district may also by ordinance or resolution establish and maintain just and equitable rates or charges for the use of and the services and facilities rendered by a sanitary disposal project. Such governing body may readjust such rates or charges from time to time and may charge and collect reasonable rates and charges for landing, wharfage, dockage, swimming and golfing. Such rates or charges shall be sufficient in each year for the payment of the proper and reasonable expenses of operation, repair, maintenance, acquisition, purchase, construction, equipping, improving and extension of the sanitary disposal project or works, and for the payment of the sums herein required to be paid into a sinking fund, which said fund shall be sufficient to meet the principal and interest and other charges, except rates or charges for the use of swimming pools and golf courses, of the bonded indebtedness provided for herein. All such rates or charges if not paid as by the ordinance or resolution provided, when due, shall constitute a lien upon the premises served by such sanitary disposal project or works, and shall be collected in the same manner as taxes. (C35, sec. 6066-f8; C39, sec. 6066.32; C46, 50, 54, 58, 62, 66, sec. 394.9; 63GA, ch 1191, sec. 28(1-7))

394.10 Chapter applicable to municipal docks. All of the provisions of this chapter relating to the borrowing of money, and issuing revenue bonds for wharves, docks and piers, including the grading and filling of lands, and for the payment thereof, shall be applicable to chapter 384. (C50, 54, 58, 62, 66, sec. 394.10)

394.11 Scope of chapter. The provisions of this chapter shall be deemed to apply to the construction, equipment, operation and maintenance of any sewage treatment plant or plants, by any sanitary district, operating under the provisions of chapter 358; and any such sanitary district may, in addition, use the power conferred upon it by chapter 358 to apply any of the provisions of this chapter relating to the construction, equipment, operation and maintenance of any sewage treatment plant or plants of such sanitary district, or any combination of the power relating to sewage treatment plants granted such sanitary district by the provisions of this chapter and chapter 358. (C50, 54, 58, 62, 66, sec. 394.11)

394.12 Refunding bonds authorized. Cities, towns, counties and sanitary districts are hereby authorized to issue from time to time negotiable interest bearing refunding bonds to refund at maturity or pursuant to redemption provisions or at any time before maturity with the consent of the holders thereof a like principal amount of outstanding revenue bonds or obligations previously issued by such city, town, county or sanitary district pursuant to the provisions of this chapter. All such refunding bonds shall comply with the pertinent provisions of this chapter and may be made subject to redemption in such manner and upon such terms, with or without premium, as is stated on the face thereof. Such refunding bonds shall be payable only from the net earnings of such sanitary disposal project or such works and facilities and shall not constitute a general obligation of any such city, town, county or sanitary district or be payable in any manner by taxation. Such refunding bonds may be issued in exchange for the outstanding bonds or obligations to be refunded or such refunding bonds may be sold and the proceeds thereof applied to the payment of such outstanding bonds or obligations. (C62, 66, sec. 394.12; 63GA, ch 1191, sec. 29(1-6))

394.13 Interest rate on bonds. Bonds issued pursuant to the provisions of this chapter shall bear interest at a rate not exceeding seven percent per annum. (63GA, ch 87, sections 26, 60)

See 63GA, ch 87, sec. 60

DOCUMENT IV-8

CHAPTER 28F - CODE OF IOWA
JOINT FINANCING OF PUBLIC WORKS AND FACILITIES

28F.1 Scope of chapter
28F.2 Definitions
28F.3 Revenue bonds
28F.4 Use of proceeds - negotiability
28F.5 Source of payment - rates and charges, pledge of revenues
28F.6 Bonds not debts of the public agencies
28F.7 Operation of project
28F.8 Details of revenue bonds
28F.9 Issuance of bond anticipation notes
28F.10 Refunding bonds
28F.11 Eminent domain

28F.1 Scope of chapter. This chapter is intended to provide a means for the joint financing of public agencies of works or facilities enumerated in section 394.1. The provisions of this chapter shall be deemed to apply to the acquisition, construction, reconstruction, operation, repair, extension or improvement of such works or facilities, by a separate administrative or legal entity created pursuant to chapter 28E. (63GA, ch 236, sec.1)

28F.2 Definitions. The terms "public agency", "state", and "private agency" shall have the meanings prescribed by section 28E.2. The term "project" or "projects" shall mean any works or facilities referred to in section 394.1 and shall include all property real and personal, pertinent thereto or connected with such project or projects, and the existing works or facilities, if any, to which such project or projects are an extension, addition, betterment or improvement. (63GA, ch 236, sec.2)

28F.3 Revenue bonds. An entity created to carry out an agreement authorizing the joint exercise of those governmental powers enumerated in section 394.1 shall have power to construct, acquire, repair, improve, expand, operate and maintain a project or projects necessary to carry out the purposes of such agreement, and to issue from time to time revenue bonds payable from the revenues derived from such project or projects, or any combination of such projects, to finance the cost or part of the cost of the acquisition, construction, reconstruction, repair, extension or improvement of such project or projects, including the acquisition for the purposes of such agreement, of any property, real or personal or mixed therefor. The power of the entity to issue revenue bonds shall not be exercised until authorized by resolution or ordinance duly adopted by each of the public agencies participating in such agreement. Public agencies participating in such an agreement may not withdraw or in any way terminate, amend, or modify in any manner to the detriment of the bondholders said agreement if revenue bonds or obligations issued in anticipation of the issuance of said revenue bonds have been issued and are then outstanding and unpaid as provided for herein. Any revenue bonds for the payment and discharge of which, upon maturity or upon redemption prior to maturity, provision has been made through the setting apart in a reserve fund or special trust account created pursuant to this chapter to insure the payment thereof, of moneys sufficient for that purpose or through the irrevocable segregation for that purpose in a sinking fund or other fund or trust account of moneys sufficient therefor, shall be deemed to be no longer outstanding and unpaid within the meaning of any provision of this chapter. (63GA, ch 236, sec. 28F.4

28F.4 Use of proceeds - negotiability. Revenue bonds may be issued, as provided in section 28F.3, to provide all or any part of the funds required to finance the cost of the acquisition, construction, reconstruction, repair, extension or improvement of any project or projects or other purposes authorized under this chapter and such cost shall include, but shall not be limited to, administrative expenses, acquisition and construction costs, engineering, fiscal or financial and legal expenses, surveys, plans and specifications, interest during such construction, reconstruction, repair, extension or improvement or acquisition and for one year after completion of such construction, reconstruction, repair, extension or improvement or after acquisition of the project or projects, initial reserve funds, acquisition of real or personal property, including franchises, and such other costs as are necessary and incidental to the construction, reconstruction, repair, extension or improvement, or acquisition of such project or projects and the financing thereof. Such an entity shall have the power to retain and enter into agreements with engineers, fiscal agents, financial advisers, attorneys, architects or other consultants, or advisers for planning, supervision and financing of such project or projects upon such terms and conditions as shall be deemed advisable and in the best interest of the entity. Bonds issued under the provisions of this chapter are declared to be investment securities under the laws of the state of Iowa. (63GA, ch 236. sec. 4)

28F.5 Source of payment - rates and charges, pledge of revenues. Such an entity shall have the power to pledge all or part of the net revenues of a project or projects to the payment of the principal of and interest on the bonds issued pursuant to this chapter and shall provide by resolution authorizing the issuance of said bonds that such net revenues of the project or projects shall be set apart in a sinking fund for that purpose and kept separate and distinct from all other revenues of the entity. The principal of and interest on the bonds so issued shall be secured by a pledge of such net revenues of the project or projects in the manner and to the extent provided in the resolution authorizing the issuance of said bonds.

Such an entity shall have the power to fix, establish and maintain such rates, tolls, fees, rentals or other charges and collect the same from the public agencies participating in the agreement or from private agencies or persons for the payment of the services and facilities provided by said project or projects. Such rates, tolls, fees, rentals or other charges shall be so fixed, established and maintained and revised from time to time whenever necessary as will always provide revenues sufficient to pay the cost of maintaining, repairing and operating the project or projects, to pay the principal of and interest of the bonds then outstanding which are payable therefrom as the same become due and payable, to provide adequate and sufficient reserves therefor, to provide for replacements, depreciations and necessary extensions and enlargements and to provide a margin of safety for the making of such payments and providing such reserves. Notwithstanding the foregoing such an entity shall have the further right to pledge to the payment of the bonds issued pursuant to this chapter, in addition to the net revenues of the project or projects pledged therefor, such other moneys that it may have and which are lawfully available therefor.

In order to pay the rates, tolls, fees, rentals or other charges levied against a public agency by an entity for the payment of the services and facilities provided by a project or projects authorized by this chapter, public agencies participating in such an agreement shall have the power by ordinance to fix, establish and maintain, rates or other charges for the use of and the services and facilities rendered by said project or projects. Such rates or charges may be so fixed, established and maintained and revised from time to time whenever necessary as will always provide such public agencies with sufficient revenue to pay the rates, tolls, fees, rentals or other charges levied against it by the entity for the payments of the services and facilities provided by said project or projects. All such rates or charges to be paid by the owners of real property, if not paid as by the ordinance provided, when due, shall constitute a lien upon such real property served by such project or projects, and shall be collected in the same manner as general taxes. (63GA, ch 236, sec. 5)

Referred to in sec. 28F.6

28F.6 Bonds not debts of the public agencies. The principal of and interest on the bonds issued by an entity under the provisions of this chapter shall be payable solely from and secured by the net revenues of the project or projects and from other funds of the entity lawfully available therefor as provided in section 28F.5 and said bonds shall not in any respect be a general obligation of any public agency participating in said entity nor shall the entity or any public agency participating in said entity be in any manner liable by reason of such net revenues or other funds being insufficient to pay said bonds. All bonds issued by the entity shall contain a recital on their face that neither the payment of the principal nor any part thereof nor any interest thereon constitutes a debt, liability or obligation of any of the public agencies participating in the agreement creating such entity or of the entity itself, except that the entity shall be liable for the payment of such bonds from the net revenues derived from the project or projects and from the other moneys lawfully available therefor and pledged thereto pursuant to the provisions of the resolution which authorized their issuance. Said bonds issued by the entity shall be authorized by resolution which may be adopted at the same meeting at which it was introduced by a majority of the members of the governing body of the entity. The terms, conditions and provisions for the authorization, issuance, sale, and security of said bonds and of the holders thereof shall be set forth in said resolution. (63GA, ch 236, sec.6)

28F.7 Operation of project. Such an entity shall operate, maintain and preserve the project or projects in good repair and working order, and shall operate the project or projects in an efficient and economical manner, provided, however, that the entity may lease or rent the project or projects or any part thereof, or otherwise provide for the operation of the project or projects or any part thereof in such manner and upon such terms as the governing body of the entity shall direct. (63GA, ch 236, sec.7)

28F.8 Details of revenue bonds. Revenue bonds issued pursuant to the provision of this chapter shall bear interest at a rate or rates not exceeding seven percentum per annum, may be in one or more series, may bear such date or dates, may mature at such time or times not exceeding forty years from their respective dates, may be payable in such medium of payment, at such place or places within the state, may carry such registration privileges, may be subject to such terms of prior redemption, with or without premium, may be executed in such manner, may contain such terms, covenants and conditions, and may be in such form otherwise, as such resolution or subsequent resolutions shall provide. (63GA, ch 236, sec.8, ch 1032, sec.3, ch 1191, sec. 31)

See also sections 75.11 and 394.13

28F.9 Issuance of bond anticipation notes. Such an entity shall have the power, at any time and from time to time after the issuance of bonds thereof shall have been authorized, to borrow money for the purposes for which such bonds are to be issued in anticipation of the receipt of the proceeds of the sale of such bonds and within the authorized maximum amount of such bond issue. Any such loan shall be paid within three years after the date of the initial loan. Bond anticipation notes shall be issued for all moneys so borrowed under the provisions of this section, and such notes may be renewed from time to time but all such renewal notes shall mature within the time above limited for the payment of the initial loan. Such notes shall be authorized by resolution of the governing body of the entity and shall be in such denomination or denominations, shall bear interest at such rate or rates not exceeding the maximum rate permitted by the resolution authorizing the issuance of the bonds, shall be in such form and shall be executed in such manner, all as such entity shall prescribe. If such notes shall be renewal notes, they may be exchanged for notes then outstanding on such terms as the governing body of the entity may, in its discretion, retire any such notes from the revenues derived from the project or projects or from such other moneys of the entity which are lawfully available therefor or from a combination of each, in lieu of retiring them by means of bond proceeds, provided, however, that before the retirement of such notes by any means other than the issuance of bonds it shall amend or repeal the resolution authorizing the issuance of the bonds in anticipation of the proceeds of the sale of which such notes shall have been issued so as to reduce the authorized amount of the bond issue by the amount of the notes so retired. Such amendatory or repealing resolution shall take effect upon its passage. (63GA, ch 236, sec. 9)

28F.10 Refunding bonds. Refunding bonds may be issued by an entity in a principal amount sufficient to provide funds for the payment (including premium, if any) of bonds issued by said entity pursuant to the provisions of this chapter to be refunded thereby and the interest thereon and in addition for the payment of all expenses incident to the calling, retiring, or paying of such outstanding bonds to be refunded, such refunding bonds may also finance the construction of a project or projects authorized by this chapter or the improvement, addition, betterment or extension of an existing project or projects so authorized. Said refunding bonds shall not be issued to refund the principal of and interest on any bonds to be refunded unless such bonds mature or are redeemable under their terms within ten years from the date of delivery within ten years from the date of delivery of the refunding bonds. The proceeds of said refunding bonds to be used for the payment of the principal of, interest on and redemption premiums, if any, on said bonds to be refunded which will not be due and payable immediately which will not be due and payable immediately shall be deposited in trust for the sole purpose of making such payments in a bank or trust company within the state. Any moneys in such trust fund, prior to the date such funds will be needed for the payment of such principal of, interest on and redemption premiums, if any, of such outstanding bonds to be refunded, may be invested or reinvested as provided in the resolution authorizing said refunding bonds. Refunding bonds shall be issued in the same manner and detail as revenue bonds herein authorized. (63GA, ch 236, sec. 10)

28F.11 Eminent domain. Any public agency participating in an agreement authorizing the joint exercise of governmental powers pursuant to this chapter may exercise its power of eminent domain to acquire interests in property, under provisions of law then in effect and applicable to such public agency, for the use of the entity created to carry out such agreement. Any interests in property so acquired shall be deemed acquired for a public purpose of the condemning public agency, and the payment of the costs of such acquisition may be made pursuant to such agreement or to any separate agreement between or among said public agency and such entity or the other public agencies participating in such entity or any of them. Upon payment of such costs, any property so acquired shall be and become the property of the entity. (63GA, ch 236, Sec. 11)

DOCUMENT IV-9

GOREHAM VS. DES MOINES
SUPREME COURT OF IOWA

GOREHAM v. DES MOINES
Iowa Supreme Court

WILLIAM GOREHAM, DAVID LIDDLE, DIGHTON SMITH, and LLOYD BOCK v. DES MOINES METROPOLITAN AREA SOLID WASTE AGENCY, TOWN OF ALTOONA, IOWA, CITY OF ANKENY, IOWA, TOWN OF CARLISLE, IOWA, TOWN OF CLIVE, IOWA, CITY OF DES MOINES, IOWA, TOWN OF GRIMES, IOWA, TOWN OF PLEASANT HILL, IOWA, COUNTY OF POLK, IOWA, CITY OF URBANDALE, IOWA, CITY OF WEST DES MOINES, IOWA, CITY OF WINDSOR HEIGHTS, IOWA, TOWN OF MITCHELLVILLE, IOWA, TOWN OF POLK CITY, IOWA, TOWN OF ELKHART, IOWA, TOWN OF RUNNELLS, IOWA, TOWN OF BONDURANT, IOWA, No. 118/54242, September 2, 1970

LAND

Federal, state, and local regulation - Constitutionality (sec. 8.03)

- Solid waste disposal (sec. 8.50)

Iowa constitution does not bar Des Moines Metropolitan Area Solid Waste Agency from financing its functions through bonds payable from fees collected for use of its services, since legislation permitting creation of Agency is not unconstitutional delegation of legislative authority nor are bonds general indebtedness of participating subdivisions in violation of constitutional debt limitations.

Appeal and Cross Appeal from Polk District Court - Cole S. Missildine, Judge.

Declaratory action to determine the rights of property owners of the greater Des Moines metropolitan area and the status of the Des Moines Metropolitan Area Solid Waste Agency created by an intergovernmental agreement pursuant to authority granted by chapter 28E of the 1966 Code and Chapter 236, Acts of the Sixty-third General Assembly, First Session, and to construe such legislation. The trial court held that chapter 28E was a valid delegation of legislative authority, that it applied to counties, and approved the agreement. We find the legislation and the agreement valid but inapplicable to counties. Modified and affirmed.

Tesdell, Miller, Rydell & Hall - Des Moines, for appellants-cross-appellees.

Philip T. Riley and M. A. Iverson, Des Moines, for appellees - cross-appellants Des Moines Metropolitan Area Solid Waste Agency; Altoona; Ankeny; Carlisle; Clive; Des Moines; Grimes; Pleasant Hill; County of Polk; Urbandale; West Des Moines; Windsor Heights; Mitchellville; Polk City; Elkhart; Runnells; and Bondurant.

Edwin Skinner, Altoona, for appellees-cross-appellants, Altoona and Runnells.

James B. West, Des Moines, for appellee-cross-appellant, Clive.

Roy W. Meadows, Des Moines, for appellee-cross-appellant, Grimes.

Don C. Swanson, Des Moines, for appellee-cross-appellant, Pleasant Hill.

Harley A. Whitfield, Des Moines, for appellee-cross-appellant, Urbandale.

Jack W. Rogers, Des Moines, for appellee-cross-appellant, West Des Moines.

Frank W. Davis, Jr., Des Moines, for appellee-cross-appellant, Windsor Heights.

F. H. Forrest, Des Moines, for appellee-cross-appellant, Polk City.

Walter W. Selvy, Des Moines, for appellee-cross-appellant, Elkhart.

Edward J. Kelly, Des Moines, for appellee-cross-appellant, Bondurant.

Full Text of Opinion

LARSON, J.

This is a declaratory judgment action involving the validity of a contract and the constitutionality of chapter 28E, Code of Iowa 1966, and chapter 236, Acts of the Sixty-third General Assembly, submitted upon an agreed stipulation of facts.

Plaintiffs, who are residents, property owners, and taxpayers of the cities of Des Moines and West Des Moines, Iowa, brought this action at law against the Des Moines Metropolitan Area Solid Waste Agency (hereafter called the Agency) and its members asking an interpretation of chapter 28E, Code of Iowa 1966, and chapter 236, Acts of the Sixty-third General Assembly, First Session, with reference to the power and the authority of the Agency under those laws. The vital question presented is whether under these statutes and the Iowa Constitution the Agency can issue bonds to finance the planned functions of the Agency in the collection and disposition of solid waste, and pay the interest and principal from fees legally, collectible from its members for this service. The trial court held that the Agency was properly created, that due authority was properly delegated to it, that the submitted agreement between the members was valid, and that it could issue such revenue bonds and fix and collect fees from those using these services including interest and principal on the bonds, but held the participation by Polk County was limited to disposition of solid waste only and did not permit participation in collection costs. Plaintiffs appeal as to the creation of the Agency, the propriety of the authority delegated, and the legality of the agreement, and defendants cross-appeal as to the limited participation by Polk County. Due to the importance of this issue, special attention is given this problem.

The object or purpose of the involved legislation is clearly stated and relates to the health, safety and welfare of the people, involves a service and facility needed, and directs a liberal construction to accomplish a worthy purpose. After careful study and research, we conclude neither the legislation nor the contract involved are violative of the Iowa Constitution.

The record before us consists of the pleadings, an extended stipulation of the parties including the exhibits referred to therein, the trial court's findings of fact and conclusions of law, and the judgment entry filed April 16, 1970.

Appellants' principal contention as stated in their petition is that the defendant Agency under the provisions of said "Intergovernmental Agreement, Exhibit A", may receive revenues directly from the defendant municipality members thereof and that as a result, the defendant municipality members are each required to pay said bonds from the general funds of each said municipality for the costs of acquisition and construction of said site and facilities and that said bonds are therefore indebtedness of the participating defendant municipality members within the meaning of Article XI, Section 3, of the Constitution of the State of Iowa, notwithstanding the provisions of said resolutions requiring payment from a sinking fund or special fund set apart for the purpose.

Appellants further contend that the defendant Agency is invalid and has no legal character as a "public body corporate and politic" for the reason that chapter 28E of the 1966 Code of Iowa and Senate File 482 (also known as chapter 236, Acts of the 63rd General Assembly, First Session) under which said Agency was created is in violation of Article III, Section 1, of the Constitution of the State of Iowa, as an improper delegation of legislative authority, and that as a result the creation of said Agency by the "Intergovernmental Agreement, Exhibit A", is ultra vires and of no force and effect, and that as a consequence thereof said defendant Agency is without authority to issue revenue bonds pursuant to Senate File 482 enacted by the 63rd General Assembly of Iowa.

Fairly summarized, the Stipulation of Facts filed herein on March 30, 1970, states as follows:

On August 8, 1966, the City Manager of the defendant City of Des Moines, by memorandum to the City Council, informed it that the city was confronted with a serious problem relating to the collection and disposal of solid waste, in that the solid waste facility operated by the City of Des Moines was fast filling up. The impact of the report was heightened by the fact that the local units of government in the near metropolitan Des Moines area were using the Des Moines dump to a greater extent for the disposition of some or all of their solid waste and were using local dumps in the area surrounding Des Moines to a lesser extent for the disposition of a portion of their solid waste. The memorandum proposed a study and demonstration project for the metropolitan area which contained approximately 430 square miles. The manager recommended that the communities in the metropolitan area engage in a cooperative effort in disposing of their solid waste.

A proposal was made to the office of Solid Waste of the United States Department of Health, Education and Welfare for matching federal funds and that office authorized a grant of federal funds to the City of Des Moines, which authorization was dated March 20, 1967, in the sum of $72,989.00 toward a total one-year budget for the project of $109,484.00.

On November 28, 1966, the City Council of the City of Des Moines, by resolution, authorized the execution of a contract, conditioned upon the federal grant, between the City of Des Moines and the other thirteen governmental units in the metropolitan area. As a result consulting firms were employed to make a comprehensive detailed analysis of solid waste collection and disposal in the Des Moines metropolitan area and to make recommendations for the best means of collection and disposal of solid waste material for the governmental units involved for approximately twenty to twenty-five years in the future.

The report of Henningson, Durham & Richardson, Inc., was delivered to the City of Des Moines on May 16, 1968, showing in great depth of detail a complete analysis of the solid waste problem for the communities involved, together with specific recommendations for the solution of such problems.

Subsequent thereto the defendant municipalities entered into an agreement based upon the form suggested by the study, Exhibit D, which said intergovernmental agreement created the Metropolitan Area Solid Waste Agency.

Pursuant to said agreement the Agency was duly organized, officers were elected and a director was hired to manage the affairs of the Agency under the direction of the Agency board which was composed of one representative from the governing body of each member of the Agency, each having one vote for every 50,000 or fraction thereof population in his area of representation.

On February 24, 1969, the Agency board authorized the preparation of an application to the United States Department of Health, Education and Welfare, Public Health Service, for funds for a project designed to demonstrate the implementation of a Metropolitan Solid Waste Management Plan, which said application covered a projected two-year period of operation commencing June 1, 1969, and ending May 31, 1971.

On June 24, 1969, the Department of Health, Education and Welfare, Public Health Service, issued its Notice of Grant Awarded, indicating a first year grant in the amount requested of $73,857.00 against matching local funding in the sum of $36,929.00. The application remains pending for the second year for which financial sources from federal funds have not yet been awarded.

On December 18, 1969, the Agency adopted a resolution with all members thereof concurring to the effect that the Agency may proceed to issue revenue bonds in the amount not to exceed 2 1/4 million dollars, and each of the municipality members of the Agency adopted a resolution in support of the Agency resolution to issue revenue bonds in such amount.

Specifically, appellants contend (1) that chapter 28E, Code of Iowa 1966, is unconstitutional because the legislature is without power to delegate to political subdivisions of the state the power to create a new quasi municipality for the purpose of exercising functions delegated by the legislature to it; (2) that chapter 28E is unconstitutional because it endeavors to delegate legislative power without providing a suitable legislative policy which sufficiently defines and limits the powers granted; (3) that the quasi municipality purported to be created has no power to issue general revenue bonds; that the bonds issued by the Agency, if valid, constitute general obligations of the participating political entities because the "special-fund" doctrine is not applicable for the reason that the agreement provides the Agency has the power to collect fees as assessed from each of its members as payment for providing the services of collection and disposal of waste; (4) that defendant Polk County has no authority from the legislature to participate in the operation of the defendant Agency; and (5) that the agreement creating the Agency is contrary to public policy to the extent that it provides that the governing board of the Agency will be comprised of an elected representative of the governing body of each participating governmental jurisdiction or his designated subsitute.

1. Perhaps before discussing these contentions we should set out the provisions of the law in question.

Chapter 28E entitled "Joint Exercise of Governmental Powers" purports to authorize any political subdivision of the State of Iowa and certain agencies of the state or federal government to join together to perform certain public services and by agreement create a separate legal or administrative entity to render that service. Its worthy purpose is clearly expressed in section 28E.1. Section 28E.2 provides definitions, and section 28E.3 purports to define the limitations upon the participants as follows:

> "28E.3. Joint exercise of powers. Any power or powers, privileges or authority exercised or capable of exercise by a public agency of this state may be exercised and enjoyed jointly with any other public agency of this state having such power or powers, privilege or authority, and jointly with any public agency of any other state or of the United States to the extent that laws of such other state or of the United States permit such joint exercise or enjoyment. Any agency of the state government when acting jointly with any public agency may exercise and enjoy all of the powers, privileges and authority conferred by this chapter upon a public agency."

Sections 28E.4 and 28E.5 provide for the agreement and its contents as follows:

> "28E.4. Agreement with other agencies. Any public agency of this state may enter into an agreement with one or more public or private agencies for joint or cooperative action pursuant to the provisions of this chapter, including the creation of a separate entity to carry out the purpose of the agreement. Appropriate action by ordinance, resolution or otherwise pursuant to law of the governing bodies involved shall be necessary before any such agreement may enter into force. (Emphasis supplied.)

"28E.5. Specifications. Any such agreement shall specify the following:

"1. Its duration.

"2. The precise organization, composition and nature of any separate legal or administrative entity created thereby together with the powers delegated thereto, provided such entity may be legally created.

"3. Its purpose or purposes.

"4. The manner of financing the joint or cooperative undertaking and of establishing and maintaining a budget therefor.

"5. The permissible method or methods to be employed in accomplishing the partial or complete termination of the agreement and for disposing of property upon such partial or complete termination.

"6. Any other necessary and proper matters."

II. Although appellants contend, the creation of a separate legal entity or public body is solely a function of the legislature, we find no unconstitutional delegation of legislative power involved in this law providing for the creation of the Des Moines Metropolitan Area Solid Waste Agency. It is not the mere establishment or creation of such an agency or entity that causes trouble, but the functions to be performed by that agency in the legislative field which must be examined closely to determine whether there has been an unlawful delegation of legislative authority. See Lausen v. Board of Supervisors, 204 Iowa 30, 214 N.W. 682; Ross v. Supervisors, 128 Iowa 427, 104 N.W. 506; State v. Rivera, 260 Iowa 320, 149 N.W.2d 127.

In Lausen, in upholding the constitutionality of what is known as the "Bovine Tuberculosis Law", this court stated at page 34 of 204 Iowa, page 685 of 214 N.W., "We think that the state has the power to select any reasonable means and methods it may choose, to establish these (area-eradication) districts, so long as they are in the interest of public health; ****."

In this connection it must also be noted that administrative agencies may be delegated certain legislative functions by the legislature when properly guidelined, and that when this is done, the distinction between such agencies and public bodies, corporate and politic, which have been delegated proper legislative functions, has largely disappeared. Ordinarily the latter body is created by an act of the legislature and the former by an already-established public body with legislative authority. However, the power and authority of each must be measured by the legality of the delegation thereof. If such power is derived from the State Legislature, is adequately guidelined, and does not violate the separation-of-powers provision of the State Constitution set forth in Article III, Section 1, the exercise thereof should be sustained.

Thus, our primary problem here is whether the authority provided in chapter 28E of the 1966 Code and chapter 236, Acts of the Sixty-third General Assembly, constitutes a lawful delegation of legislative power.

III. Regularly-enacted statues are presumed to be constitutional, and courts exercise the power to declare such legislation unconstitutional with great caution. It is only when such conclusion is unavoidable that we do so. Lee Enterprises, Inc. v. Iowa State Tax Comm., Iowa, 162 N.W.2d 730; State v. Rivera, supra, 260 Iowa 320, 149 N.W. 2d 127; Cook v. Hannah, 230 Iowa 249, 297 N.W. 262. Also see Farrell v. State Board of Regents, decided September 2, 1970.

Thus, while the provisions of Section 28E of the 1966 Code leave much to be desired as to the extent of the authority granted to such a newly-created entity, the presumption of constitutionality operates strongly in its favor.

It is also well to remember that our function is not to pass upon the feasibility or wisdom of such legislation, but only to determine whether the power here exercised exceeds that which the legislature could or did delegate to the newly-created entity. Green v. City of Mt. Pleasant, 256 Iowa 1184, 131 N.W. 2d 5, and authorities cited.

In this regard it is also well to note the importance of the expressed or recognized purpose or policy to be achieved by the legislation. Generally, when the legislature has adequately stated the object and purpose of the legislation and laid down reasonably-clear guidelines in its application, it may then delegate to a properly-created entity the authority to exercise such legislative power as is necessary to carry into effect that general legislative purpose. See Schmidt v. Department of Resource Development, Wis., 158 N.W. 2d 306, 313; Chicago & North Western Ry. Co. v. Public Service Comm., Wis., 169 N.W. 2d 65, 69; 1 Davis, Administrative Law Treatise, pp. 75-76, sec. 2.01.

The purpose of this legislation, as recognized in chapter 28E, is to provide a solution to the growing problems of local government including the problem of collection and disposal of solid wastes by public bodies and to cooperate with the Office of Solid Waste of the United States Department of Health, Education and Welfare to accomplish that purpose by joint efforts. We further observe that this purpose may soon be made a legal requirement for all communities throughout the entire land under federal law. We are satisfied that this is health and general welfare legislation and that the legislative policy and purpose for chapter 28E is sufficiently stated. It amounts to this, that public agencies or governmental units may cooperate together to do anything jointly that they could do individually.

True, if chapter 28E is examined without reference to the powers granted the various governmental units by other legislation, the factors constituting sufficient guidelines might well be said to be insufficient. But this legislation must be interpreted with reference to the power or powers which the contracting governmental units already have. The pre-existing powers contain their own guidelines. The legal creation of a new body corporate and politic to jointly exercise and perform the powers and responsibilities of the cooperating governmental unit would not be unconstitutional so long as the new body politic is doing only what its cooperating members already have the power to do. This would be true under the above-recognized general rule that a statute is presumed to be constitutional until shown otherwise beyond a reasonable doubt.

Chapter 28E does not attempt to delineate the various governmental or proprietary functions which the individual governmental units may be implementing. While such a broad approach may be unwise, as appellants argue, it is not unconstitutional so long as the cooperating units are not exercising powers they do not already have.

With this in mind, it appears that chapter 28E supplies sufficient guidelines for the purposes necessary to the chapter. That is, the units are authorized to handle what might be called the mechanical details of implementing the joint project either by the creation of a separate entity or by using a joint administrator or board for the purpose of implementing the agreement reached. The agreement itself, of whatever nature, must have its specific contents delineated in section 28E.5 and specifically prohibits governmental units being involved in the new entity, except insofar as the new entity is in fact performing the same responsibilities as the units involved.

Thus, when the entire chapter is examined, it would appear that the delegations of power to the governmental units made by the legislature in chapter 28E are constitutional.

IV. Appellees rely heavily on chapter 236, Acts of the 63rd General Assembly, to sustain the validity of their contract and the Agency's power to issue bonds and pay for them with special funds obtained by service-user assessments. The legislature did not give the Agency, when created, the carte blanche authority to collect and use funds as it might "legislatively" determine. The use of the special funds to be obtained by assessments is prescribed, and the law specifically states the obligation to collect these funds to pay off the bonds is not to be construed to create a debt of the member. We have often recognized and embraced the special-fund doctrine and given it a liberal construction. Green v. City of Mt. Pleasant, supra, 256 Iowa 1184, 131 N.W.2d 5; Wickey v. Muscatine County, 242 Iowa 272, 46 N.W.2d 32; Interstate Power Co. v. McGregor, 230 Iowa 42, 296 N.W. 770; Iowa Hotel Assn. v. State Board of Regents, 253 Iowa 870, 114 N.W.2d 539; Brack v. Mossman, Iowa, 170 N.W.2d 416; Farrell v. State Board of Regents, decided September 2, 1970. We believe the "special-fund" concept is applicable here.

Since the contract cannot be sustained if chapter 236 is unconstitutional, we next direct our attention to its language and provisions. The delegation of power granted in chapter 236, Acts of the 63rd General Assembly, First Session, is specific as to the power to tax, borrow money, and issue revenue bonds. It provides in section 3 as follows:

> "Sec. 3. Revenue bonds. An entity created to carry out an agreement authorizing the joint exercise of those governmental powers enumerated in section three hundred ninety-four point one (394.1) of the Code shall have power to construct, acquire, repair, improve, expand, operate and maintain a project or projects necessary to carry out the purposes of such agreement, and to issue from time to time revenue bonds payable from the revenues derived from such project or projects, or any combination of such projects, to finance the cost or part of the cost of the acquisition, construction, reconstruction, repair, extension or improvement of such project or projects, including the acquisition for the purposes of such agreement, of any property, real or personal or mixed therefor. The power of the entity to issue revenue bonds shall not be exercised until authorized by resolution or ordinance duly adopted by each of the public agencies participating in such agreement. Public agencies participating in such an agreement may not withdraw or in any way terminate, amend, or modify in any manner to the detriment of the bondholders said agreement if revenue bonds or obligations issued in anticipation of the issuance of said revenue bonds have been issued and are then outstanding and unpaid as provided for herein. Any revenue bonds for the payment and discharge of which, upon maturity or upon redemption prior to maturity, provision has been made through the setting apart in a reserve fund or special trust account created pursuant to this chapter to insure the payment thereof, of moneys sufficient for that purpose or through the irrevocable segregation for that purpose in a sinking fund or other fund or trust account of moneys sufficient therefor, shall be deemed to be no longer outstanding and unpaid within the meaning of any provision of this chapter." (Emphasis supplied.)

Appellants argue that the rationale and basis of the special-fund doctrine are violated by chapter 236, Acts of the 63rd General Assembly, because the statute provides that the governmental units which are to supply the income to the bond-issuing authority, directly or by charges against its citizens, may not withdraw from the project while any bonds are outstanding and unpaid or unprovided for. Thus, they say, while the general credit of the participating units is exempted in one section, it is firmly pledged in another section. We do not agree.

Appellees maintain that under this legislation the public body's credit is not on the line, but concede that it may be legally obligated to collect for the services furnished its citizens under the agreement it has approved. We agree as we view it, under the submitted contract, Exhibit A, the municipality only agrees to collect revenues for services rendered its citizens until the bonds are paid off, and commits its property owners to use these services and pay those revenues for a prescribed period. In other words, under its contract the municipality cannot withdraw from its agreement and buy garbage disposal services from any other party until the revenues collected by the city from users therein are sufficient to pay off the existing revenue bonds. In fact, looking at the substance rather than mere form, the so-called taxes are really collections of revenues for services rendered and to be rendered over a definite period as disclosed by the revenue bonds.

As pointed out by appellees, the statutory scheme here employed does not violate the delegation-of-powers theory because it concerns itself only with bonding procedures which come under the special-fund doctrine, and contemplates that the general credit of the political subdivision is not being pledged. The purpose of the requirements holding the units in the project until the bonds are retired is to avoid acts which would destroy the source of revenue necessary to liquidate the authorized bonds, and nothing else. Without that provision the revenue bonds would not be merchantable.

There is no merit in appellants' contention that this legislation might permit a participating agency to withdraw from the project and not use the services, in which case the public body must pay its part of the obligation consisting of the bonds' principal and interest, that such would then become a general obligation of the city or town, and, in fact, result in a general tax on its property owners, rather than a special tax for a special service.

The short answer to this contention is that once the municipality has consented to the revenue bond issue, it may not withdraw from the use of the service thereof until that obligation is no longer outstanding. This is not a commitment to pay for services not used. Available legal remedies such as mandamus or specific performance actions might be available to secure performance of the member, but in any event this would not necessarily result in the assumption of a financial obligation by the municipality and call for a general obligation tax. As long as the participating member may legally pass on the assessments for special service to the property owners, or assess the resident users of the service for this special service, there would be no direct tax required and no violation of the provisions of Article XI, Section 3, of the Iowa Constitution.

Appellants, however, argue this is not truly a special service or special-fund provision, because in such cases a property owner can reject the service without paying the assessment. We cannot agree that actual use is an obligation requirement. If the service involves the public health and welfare, as it does here, such a rejection would not relieve the property owner from the obligation to pay for such available service. See Young v. City of Ann Arbor, 267 Mich. 241, 255 N.W. 579, cited with approval by us in Interstate Power Co. v. McGregor, supra, 230 Iowa 42, 57, 296 N.W. 770, 777. That case also involved revenue bonds for special services, i.e. sewage disposal services and the court there held that a special fund established for the service was permissible and did not constitute a general obligation against the city.

In the instant case, as in Interstate Power Co. v. McGregor, supra, compulsory exercise of the taxing power as a means of enforcing liability is expressly withheld, and the bond itself so notifies its holder. No property presently owned by the member could ever be called upon to pay for the new improvement. To constitute a debt against the member or town there must be an obligation which it must meet with its funds or property. In the case at bar the limited taxing power granted may only be used to collect fees for services rendered by the new entity and is not used to enforce general liability of the city for bonds. Thus, the member municipality under this legislation is only acting as a media for collecting fees for services rendered under the contract approved and entered into by its officers. As said by the Michigan court of similar bonds in Young v. City of Ann Arbor, Supra, 267 Mich. 241, 253, 255 N.W. 579, 584:

> "Such bonds are not payable by the city. It does not assume and agree to pay them. It can levy no tax upon the people for their payment. They are exactly what they purport to be, self-liquidating revenue bonds, and the purchaser thereof can have recourse for their payment only to the revenues to be derived from the operation of the sewage disposal plant."

Such revenue bonds cast no additional burdens upon the taxpayers of the municipalities. The property owners are furnished necessary services and are under only an obligation to pay for them as the legislature directed and the municipality procured. The participating units simply cannot withdraw and destroy the source of revenue once the bonds are issued. We are satisfied that the fact that charges for services rendered to the property owners shall be collected in the same manner as taxes does not destroy this fund's identity as a separate fund.

V. Section 3 of chapter 236 provides that only revenue bonds may be issued by the Agency and no authority is delegated to levy a general tax to provide for their payment. It is clear that the contemplated source of payment of this obligation is the revenue to be obtained from services rendered to the property owners of the members of the Agency. Thus, when bonds are issued with the approval of each member, there could be no withdrawal which would adversely affect the source of this necessary revenue. By unanimous approval of the bond issue by the members of the Agency this revenue is made secure, for then each member agrees to accept this service for its property holders and collect from them sufficient amounts to pay the Agency's assessments for that service. As we interpret this agreement, the members agree not to pay for that service themselves, but to collect for it from actual users in their respective areas and, when bonds are properly issued, the law creates a lien upon those revenues derived from the operation of that project. That this may be constitutionally done, see Young v. City of Ann Arbor, supra, 267 Mich. 241, 254, 255 N.W. 579, 584, and authorities cited therein; Faulkner v. City of Seattle, 19 Wash. 320, 53 P. 365; Dillon, Municipal Corporations, 5th Ed., sec. 198, on Obligations Payable only from a Special Fund.

The law itself provides that the participating public agencies may not withdraw from the agreement or project as long as the revenue bond obligation so incurred is outstanding. The meaning of "outstanding" is well spelled out so as to prevent dtriment to the bondholders by a diminishment of that revenue source.

In order to establish and maintain sufficient revenue to meet its obligations, including that of maintaining an adequate bond fund to pay outstanding principal and interest, it appears the Agency is given the power to fix rates and charges for the contracted facilities and services and to assess these amounts to the participating public bodies, who shall then pass those costs on to those served within their boundaries in any manner that is legal. As clearly indicative of this special-fund intent, the legislature also provided that such participating bodies may secure the funds to pay their assessments to the entity by enacting ordinances fixing, establishing, and maintaining adequate rates for the individual's use of such services, and further provided they may make the obligation one of the property owner and collect those charges so made as general taxes when overdue.

Section 5 of this Act provides as follows:

"Sec. 5. Source of payment: rate and charges, pledge of revenues. Such an entity shall have the power to pledge all or part of the net revenues of a project or projects to the payment of the principal of and interest on the bonds issued pursuant to this chapter and shall provide by resolution authorizing the issuance of said bonds that such net revenues of the project or projects shall be set apart in a sinking fund for that purpose and kept separate and distinct from all other revenues of the entity. The principal of and interest on the bonds so issued shall be secured by a pledge of such net revenues of the project or projects in the manner and to the extent provided in the resolution authorizing the issuance of said bonds.

"Such an entity shall have the power to fix, establish and maintain such rates, tolls, fees, rentals or other charges and collect the same from the public agencies participating in the agreement or from private agencies or persons for the payment of the services and facilities provided by said project or projects. Such rates, tolls, fees, rentals or other charges shall be so fixed, established and maintained and revised from time to time whenever necessary as will always provide revenues sufficient to pay the cost of maintaining, repairing and operating the project or projects, to pay the principal of and interest of the bonds then outstanding which are payable therefrom as the same become due and payable, to provide adequate and sufficient reserves therefor, to provide for replacements, depreciations and necessary extensions and enlargements and to provide a margin of safety for the making of such payments and providing such reserves. Notwithstanding the foregoing such an entity shall have the further right to pledge to the payment of the bonds issued pursuant to this chapter, in addition to the net revenues of the project or projects pledged therefor, such other moneys that it may have and which are lawfully available therefor.

"In order to pay the rates, tools, fees, rentals or other charges levied against a public agency by an entity for the payment of the services and facilities provided by a project or projects authorized by this chapter, public agencies participating in such an agreement shall have the power by ordinance to fix, establish and maintain, rates or other charges for the use of and the services and facilities rendered by said project or projects. Such rates or charges may be so fixed, established and maintained and revised from time to time whenever necessary as will always provide such public agencies with sufficient revenue to pay the rates, tolls, fees, rentals or other charges levied against it by the entity for the payments of the services and facilities provided by said project or projects. All such rates or charges to be paid by the owners of real property, if not paid as by the ordinance provided, when due, shall constitute a lien upon such real property served by such project or projects, and shall be collected in the same manner as general taxes." (Emphasis supplied.)

Although this method of collecting revenue for the special fund is specifically authorized, appellees argue that any legal method of passing on the cost of this special service assessment to the actual user is acceptable and that no general obligation of the member public agency is contemplated or permitted.

We are satisfied the indebtedness permitted here falls squarely within the special-fund doctrine, and that the power to issue revenue bonds payable only from special funds which are solely derived by charges made of the users of the services provided by the Agency, is not an obligation of the members of the Agency to pay money therefor from general revenue sources.

When the whole statute is considered, we believe the legislature intended the charges made by the Agency were not to become general obligations of the participating members, but that the participating bodies were only to act administratively in passing on the costs of the services contracted for to those who may use them.

Constitutional debt limitation (chapter 236, section 3) allows the new entity created by agreement between the cooperating governmental units to issue revenue bonds to finance the joint project. Since these bonds must be authorized by the joint resolution of the governing body of each cooperating unit, are to be solely financed from the net revenues of the project, and are specifically not to be in any respect a general obligation of any of the participating governmental units, we believe the legislation is well within the rationale of Interstate Power Co. v. McGregor, supra, 230 Iowa 42, 296 N.W. 770, which sets forth what is called the special-fund doctrine. Also see Iowa Southeran Utilities Co. v. Cassill (8 Cir.), 69 F.2d 703; Green v. City of Mt. Pleasant, supra, 256 Iowa 1184, 131 N.W. 2d 5; Chitwood v. Lanning, 218 Iowa 1256, 257 N.W. 345; Wyatt v. Town of Manning, 217 Iowa 929, 250 N.W. 141; Hubbell v. Herring, 216 Iowa 728, 249 N.W. 430; Iowa Hotel Assn. v. State Board of Regents, supra. 253 Iowa 870, 114 N.W. 2d 539; Brack v. Mossman supra, Iowa, 170 N.W. 2d 416. Also see Baker v. Carter, 165 Okla. 116, 25 P.2d 747, and Sheldon v. Grand River Dam Authority, 182 Okla. 24, 76 P.2d 355.

In Sheldon v. Grand River Dam Authority, supra, the court rejected the contention that the special-fund doctrine was not applicable for the reason that the Act pledges the revenues indirectly on the theory that the State would be coerced into stepping in if and when the project should fail and resort to taxation to save the investment, and it stated, "If in fact there is an indirect or contingent pledge of the revenues of the state, the doctrine is not appropriate, but the coercion anticipated ****is based upon mere speculation and the resort to taxation is not indirectly or contingently contemplated by the act."

We are satisfied this power granted herein is only a limited power delegated to collect fees for services rendered to citizens by the new entity, not general taxing power for any limited amount for general purposes. So construed, in reality the city acts only as a conduit, collecting for the new entity fees for services rendered to citizens, and no more. General taxing power or credits of the city are not pledged. In fact, the municipality is little more than a collection agent of fees paid for these services.

Referring again to the special-fund doctrine, we find this in 15 McQuillin, Municipal Corporations, sec. 41.31, pages 364-365:

"*.*However, the doctrine does not permit a municipality to incur unlimited obligations merely because it can tap revenues derived from sources other than ad valorem taxation. While it is true there are many cases in which, notwithstanding the creation of a special fund for the payment of the claim, the courts have held contracts void as in excess of the debt limit; yet such holdings are largely based upon the fact that, notwithstanding such special fund, the contracts have been so framed as to provide also for general liability. upon the part of the municipality.***" This is not the case here.

VI. Appellants also argue the above plan violates Article XI, Section 3, of the Iowa Constitution, which limits the amount of indebtedness a public body may incur. The correlation between the amount of indebtedness and the value of taxable property is not shown, so this ground for attack on constitutionality is not proved.

VII. In summary of these general obligation contentions, then, we hold (1) that the legislation permitting the creation of this entity and its creation by the defendant members was legal and proper; (2) that the powers conferred upon it when created were limited powers delegated to it by the legislature and were properly guidelined; (3) that the assessments made under the contract were to establish a special-use fund, were to be collected for special services to property owners and users of the member public agencies, and did not become a general obligation of the member agencies, who could withdraw at any time unless all had approved a bond issue, in which case none could withdraw so long as that obligation was outstanding; (4) that the municipality, in fact, only acted in an administrative capacity to provide the service to their property owners and collect from them for the special service rendered by the Agency; (5) that these assessments made by the created entity never could become a general obligation of the member agency under the law and, therefore, could not violate Article XI, Section 3, of the Iowa Constitution.

VIII. Appellants next contend the trial court erred in holding that, although the county did not have authority to participate in the collection part of the services being furnished by the Agency, it could be a member of the Agency and a party to the contract, with assessments being made against it for that portion of the costs incurred by disposal of solid waste. The trial court reasoned that, since the law gives counties only the power to provide for a dump or sanitary land fill, and specifies the means of financing such facility by a levy of a tax not to exceed one-fourth mill on property in unincorporated areas of the townships served by the disposal grounds, and no power is conferred to provide its residents with a collection service or to pay for it, Polk County is powerless to participate in or to charge its residents fees assessed for collection services provided by the Agency. The trial court held:

"***Public agencies or political subdivisions of the state can exercise jointly only those powers, granted by the legislature, that they can exercise individually. The power to provide collection of solid waste to their residents has not been granted to counties in Iowa. That power cannot be inferred from the authority granted to provide disposal areas. Polk County can avail itself therefore only of the disposal services provided by the agency and is limited as to fees charged for disposal services to the one-fourth mill levy comprising the township dump fund referred to in Sections 332.32 and 332.33 Code of Iowa 1966. The fact that authority is given the agency to issue revenue bonds by Senate File 482, Acts of the 63rd General Assembly, does not prevent Polk County from being a member of the agency or from participating in the services provided by the agency to the extent that the said county is authorized by the legislature to provide those services to its residents."

We have serious doubts that under the power and authority specifically delegated to counties they could become a participating member in the Agency or, by ordinance or resolution, approve a proposed bond issue to raise revenue for collection and disposal costs as the law stood prior to the enactment of Senate File 1232, Acts of the 63rd General Assembly, Second Session. The county here did not possess like power or authority in this field of public service with other participating municipal bodies. Although we could find no fault with the assumed obligation of the county to collect part of the cost of special services from the property owners, there is nothing in these legislative provisions to indicate that counties may participate if their power and authority is restricted and does not conform to that of the other public bodies, parties to the agreement. In view of the fact that the law now amended permits counties to fully participate in the activities of such agencies and, like municipalities, collect from its property owners for the special services rendered, it would seem necessary for the county here to rejoin the Agency and approve the revenue bond proposal.

IX. Appellants further contend that the agreement creating the Agency is contrary to public policy to the extent that it permits elected officials of the member municipalities to serve on the governing board of the Agency. They argue that the integrity of representative government demands that the administrative officials should be able to exercise their judgment free from the objectionable pressure of conflicting interests. We agree with that proposition, but do not believe it appears here that these members of the Agency board are in such a position. It is conceded that here there is nothing to indicate a personal pecuniary interest of those representatives is involved such as appears in Wilson v. Iowa City, Iowa, 165 N.W. 2d 813, 820.

Although the members of the board understandably will want to keep the rates their constituents must pay as low as possible, they are well aware that rates must be maintained sufficient to meet the Agency's cost for such services. This is not such a conflict of interest as to be contrary to public policy or fatal to the agreement.

In passing on this question the trial court said, "Inasmuch as each representative is on the board primarily to serve as spokesman for the particular municipality or political subdivision he represents, (it could)*** see no conflict of interest such as would likely affect his individual judgment by virtue of his status as an elected official." It pointed out no compensation is provided for such service and the representative serves at the pleasure of his muncipality or political subdivision. We agree with the trial court.

In the recent case of Wilson v. Iowa City, supra, we discussed the issue of conflict of interest and held, where it appeared the official had a personal interest, either actual or implied, he would be disqualified to vote on a municipal project - in that case, urban renewal. No such interest would appear in connection with this project unless some litigation would occur between the municipality he represents and the Agency, in which event the contract itself provides for arbitration procedures. We conclude there is no merit in this assignment.

X. Having found no reversible error in the trial court's judgment except as to the participation of the county in the project prior to the enactment of Senate File 1232, Acts of the 63rd General Assembly, Second Session, which objection has now been resolved, we affirm its decision holding both chapter 28E of the 1966 Code and chapter 236, Acts of the 63rd General Assembly, are constitutional and that the contract entered into pursuant thereto, except as to county participation thereunder, is valid.

MODIFIED AND AFFIRMED

All Justices concur except Becker and LeGrand, who dissent.

Dissenting Opinion

BECKER, J.

I respectfully dissent.

I concur in Divisions I and II.

I. It would be much easier and personally more satisfactory to simply concur in the carefully documented opinion. The need for a cooperative solid waste agency for the metropolitan district of Des Moines is apparent and acute. All of us are keenly aware of such needs. But this need cannot allow the governmental units to assume unconstitutional authority in solving immediate problems. The dilemma thrust upon us by practical considerations is not new. Robert H. Bowmar, The Anachronism Called Debt Limitation, 52 Iowa L. Rev. 863, 890 states:

"***In many cases, perhaps, the judges confronted by these devices consiously disregarded a clear constitutional mandate, because the affected governmental unit's needs were made known to the bench too clearly. Such needs would go unfulfilled without judicial approval of the particular plan, or one with like intent. Some have claimed that present-day confusion and multiplicity of devices could have been, and still can be avoided by a strict constitutional interpretation which would void the arrangements, and thus rightly thrust upon the voters the obligation to alter their constitutions or go without their improvements. Perhaps, but amending constitutions is not a political task of which to speak lightly. Within the framework of devices we now have, generalization seems impossible. But notwithstanding a posited community need for certain improvements, with the possible exception of well-regulated self-liquidating devices, it is submitted that, in the fact of debt limiting provisions, the means utilized to satisfy such need are not justifiable. They are not consistent with the avowed purpose of the restrictions as originally enacted. Each of the considered devices is a barely-disguised technique for debt-ceiling avoidance and provides a vehicle for the possibly irresponsible imposition of excessive tax burdens upon a unit's property owners. We might simply leave this phase of the discussion with this understatement: 'A rapidly growing volume of court cases offers a bewildering array of judicial rulings on the concepts and issues involved in these various approaches to the avoidance of debt restrictions.'" (Emphasis supplied.)

II. The first area of disagreement found is the purpose and effect of the statutes being construed. The device used here is described by Bowmar's article, supra, at 52 Iowa L. Rev. 863, 884: "The device which is of major importance today, due to the apparent resurgence of its application, is the so-called public authority." In commenting on the validity of the device Bowmar, with strong authority in support has this to say:

> "***More basically, among the commentators there is a consensus that no justification exists for the exemption from debt limits which the public authority device enjoys. The exemption is of no avail where the authority might be found to be merely an agency of the state, thereby subjecting the state itself to scrutiny under an applicable constitutional provision. ***. 52 Iowa L. Rev. 888, 889.

Since chapter 28E does not concern itself with debt limitation it is constitutional on the basis that it merely authorizes the component units to do jointly what they already had the power to do individually. But it must be remembered that the authorization is not merely for creation of a solid fill waste agency. The powers conferred cover road building, (op. Atty, Gen. June 29, 1966) and all other legitimate governmental activities such as public transportation systems, sewer systems, water systems, police and fire protection, et cetera.

III. The constitutionality of chapter 236, Acts of the 63rd General Assembly, is an entirely different matter. It involves the special fund doctrine which in turn is based on existing independent revenue. Once the special fund doctrine is accepted as a constitutionally permissible device for avoiding constitutional debt limitations under certain circumstances, the question becomes one of degree. Does the specific implementing legislation go so far as to evade or ignore the debt limitations? Or does it present an acceptable device that can be said to fall outside the constitutional strictures and can thus legitimately be said to only avoid them? This is the real question here.

The public agencies in this case, like the Board of Regents in Farrell v. Board of Regents, decided September 2, 1970, seek to extend the special fund doctrine beyond constitutional limits. The doctrine allows governmental agencies to incur indebtedness based on anticipated revenue from nontax sources. In approving such action in Interstate Power Co. v. Town of McGregor, (1942) 230 Iowa 42, 57, 296 N.W. 770, we quoted Young v. City of Ann Arbor, 267 Mich. 255, 255 N.W. 579, 584:

> "Such bonds are not payable by the City. It does not assume and agree to pay them. It can levy no tax upon the people for their payment. They are exactly what they purport to be, self-liquidating revenue bonds, and the purchaser thereof can have recourse for their payment only to the revenues to be derived from the operation of the sewage disposal plant.'"

Interstate Power Co. v. Town of McGregor and Young v. City of Ann Arbor are different from the case at bar because neither case allows the city to collect fees from property owners in the same manner as taxes are collected. Couple such a provision with the prohibition against withdrawal of an agency from the project after the bonds are sold and the credit of the municipality's taxpayer is in fact pledged to payment of the bonds. These provisions pledge the taxable real property of the taxing district to the payment of the bonds in a fashion that goes far beyond anything heretofore approved by this court. The credit of the city and county is on the line; otherwise it would not be necessary to hold them in the contract for the bondholder's protection.

IV. All of this stems from failure of the legislature to supply sufficient guidelines in chapter 236. The distinction between revenue from a governmental function which must be performed even if it takes the power of taxation to supply the money and a governmental function that can be abandoned without resort to taxing power (or its equivalent) is not made. It is one thing to build an electric plant to replace a private utility, or build a parking lot, an auditorium, a stadium, or the like, any of which can be abandoned if the project doesn't pay off. It is quite another thing to organize an independent entity to furnish services which the citizens must accept and pay for on pain of loss of property through taxation and call these payments "revenue" which goes into a special fund.

To me at least the distinction is this. Where the service is to be rendered by the taxing unit to substantially all of the people and is considered so important that its financing must be implemented by involuntary payments by the taxpayers in the form of taxation, tax liens, or equivalent (collected like taxes), the revenue derived from the furnishing of such service is government revenue which will not give rise to the special fund theory. Where the service to be performed by the taxing unit is such that it may be accepted or rejected by the people and is not so important as to necessarily invoke the tax collection powers (or equivalent), then the income derived from such service is independent revenue which may quality for the special fund doctrine. The fact the fees may be assessed and collected as taxes takes this case far beyond the holding in Farrell v. Board of Regents, decided September 2, 1970. What is said in Farrell is not authority for what the action approved here.

As I read this statute and the majority opinion, the legislation presently considered is broad enough to allow county and city units to create a fire protection agency to service all citizens within the geographical boundaries of the new unit. Fees could be allocated to the private property protected and the fees could be collected like taxes. The new unit could issue bonds predicated on the expectation of such fees. The whole scheme would be legal and would not count as to debt limitations imposed on the participating units. All of this can be done without the referendum process traditionally required for bond issues. This would appear to be an unacceptable evasion of the Iowa constitutional debt limitations. If this seems farfetched see City of LaHabra v. Pellerin, 216 Cal. Reptr. 752 (4th Dist., 1963).

The breadth of chapter 236 and the modus operandi urged by defendants in this case leave us in the position that all governmental functions may be funded by creation of separate units backed by fees and charges "to be collected in the same manner as taxes". This effectively bypasses the Iowa constitutional prohibitions in the same manner as if they were not written into the constitution in the first place.

This point is made by Bowmar:

> "The revenue bonds are, by definition, evidences of obligations created for self-liquidating projects. In its purest form, the special fund theory which underlies revenue bond financing clearly lies without the limits of the constitutional provisions. The governmental unit is merely acting as the conduit through which payments pass to the bondholder; there is no danger that the general taxpayer will be burdened with increased taxes to cover the expenses of improvements meant to benefit a consuming subclass of taxpayers. So long as the limitations upon its use are applied with rigor, there appears little room for questioning a technique requring payment for use according to degree of use. A key factor would seem to be the degree of voluntariness associated with the project; are the users voluntarily assessed? If not, the situation is hardly distinguishable from that considered earlier under the special districting technique where excessive burdens are placed on certain taxpayers. ***
>
> "Once a court has decided that we are not talking about a debt of the governmental unit in the constitutional sens, then we are not within the letter of the provision and all of the problems generated by circumvention would follow; the court pierces the veil covering the city's true role and recognizes the rate payers as the actual debtors. One is left with some misgivings at this point. If the "improvement" is in the nature of a public utility, so that all the taxpayers are also all the rate-payers, saying that the rate-payers are the actual debtors hardly distinguishes the situation from one where it is the unit's debt. Because the unit's debts are, a fortiori, those of its general taxpayers, it would appear that this would constitute a misuse of an otherwise justifiable approach to handling improvement needs, leading to 'debts' beyond the allowable limits." 52 Iowa L. Rev. 879, 880. (Emphasis Supplied).

This factor would seem to distinguish the instant case from all other Iowa cases. The involuntary requirements that the governmental unit remain in the scheme and the involuntary nature of imposition and collection of fees is fatal. "Fees" as used here is little more than a euphemism for "taxes".

It seems to me the above distinctions must be recognized in this case or sometime in the near future. The task of "spelling out" such distinctions is essentially legislative. But this task has not been performed in Chapter 236. Put differently there is no understandable guideline as to what source the funds may have in order to qualify as "revenue" withinthe "special fund" doctrine. Therefore there is an unconstitutional delegation of power in chapter 236.

V. One additional protest should be added. The plan devised under chapter 28E and chapter 236 allows all of the agencies to do collectively what they cannot do individually. That is, it allows substantial bond obligations to be created without a referendum as required by statute. Cf. Iowa Code, 1966, chapter 75, and sections 345.1, 407.3, 407.5. This is a very long step not heretofore authorized by the Iowa legislature or approved by this court. Again, this is done without guidelines.

I would reverse.
LeGrand, J., joins in this dissent.

PERSONNEL
RULES AND REGULATIONS
FOR
SOLID WASTE COLLECTION AND DISPOSAL EMPLOYEES
OF THE
DES MOINES METROPOLITAN AREA SOLID WASTE AGENCY

JANUARY 1, 1972

Approved by the
Agency Board of the Des Moines Metropolitan Area
Solid Waste Agency

JANUARY 19, 1972

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DES MOINES METROPOLITAN AREA SOLID WASTE AGENCY

ROBERT C. PORTER, DIRECTOR

1705 HIGH STREET
DES MOINES, IOWA 50309
AREA CODE 515 282-4659

TO: EMPLOYEES OF THE DES MOINES METROPOLITAN AREA SOLID WASTE AGENCY

This book is issued to you for your guidance and assistance in performing one of the most important services that is rendered to the citizens of the Des Moines Metropolitan area.

In providing a high level of solid waste collection and disposal service, you are a goodwill ambassador to the Agency to the more than a quarter million residents of this great area. We look upon this Agency as providing the same high type of public service as provided by the Iowa Power and Light Company, the Des Moines Waterworks and Northwestern Bell Telephone Company. Please consider yourself as a serviceman having the same status as others who provide a first-rate needed service. The collection and disposal of solid waste is a much-needed activity, and by holding yourself up as a serviceman performing work which has not been recognized as a valuable service to the citizens, you will do much to maintain your own image and those of your co-workers in the eyes of our customers. Remember, you can raise the concept that other have of you and your work only so high as you raise your own concept of yourself and the much needed service you are rendering.

By familiarizing yourself with the information contained in this book, you will be well equipped to provide the type of service of which you and the Agency can be justly proud.

Please remember that your supervisor and the entire staff of the Agency are anxious to help you in the performance of your duties. You are encouraged to contact your supervisor for any additional information which you may need at any time.

Please accept my best wishes for success in your service to our employers and customers - the many citizens of this area.

Sincerely,
DES MOINES METROPOLITAN AREA SOLID WASTE AGENCY

ROBERT C. PORTER
DIRECTOR

RULES AND REGULATIONS
for
SOLID WASTE COLLECTION AND DISPOSAL EMPLOYEES

PREFACE

The service offered by the Agency through its collection and disposal employees is subject to a close scrutiny by the customers. The citizen who, in effect, is our customer, is in a position to constantly observe the performance and conduct of these employees and, upon it, in most cases, he bases his opinion of the Agency. Crew members, who perform their work in a proper, business-like manner, serve as one of the best indications to the citizen that his collection fee is being properly spent. It is obvious that employees should conduct themselves properly at all times and in all places to fulfill their obligation to the citizens of the Metropolitan Area.

Observation by the citizen is not confined alone to the collector's work of emptying containers. His opinion of this service is also very definitely influenced by the manner in which the quipment is operated upon streets and alleys of the various communities. The operation of the refuse truck in a courteous and considerate manner is an obligation of the employee and results in recognition by the customer of a job well done. Also, those observing the Agency's operation of the landfill, when done in the proper manner and with a high sense of courtesy and efficiency, will aid in the public acceptance of the sanitary landfill concept of solid waste disposal. To the degree that all employees develop and display a keen sense of dedication to their work as a high-grade service to the citizens (customers), will the concept of the area-wide metropolitan approach to solid waste management be recognized and accepted.

Collection and disposal employees should conduct their activities with due regard to their own personal safety as well as the safety of their crew members at all times. Solid Waste collection and disposal activities present various hazards and opportunities for injury but the job is safe when performed with proper attention to safety requirements and practices. Safety devices which are provided shall be used in accordance with instructions pertaining thereto.

0.00 GENERAL PROVISIONS

0.01 Purpose. It is the purpose of these rules to establish personnel policies for all employees of the Des Moines Metropolitan Area Solid Waste Agency under the jurisdication of the Director and Board.

0.02 Application of State Statutes. In situations where these rules and the Code of Iowa apply to Agency employees, the provisions of the Code of Iowa shall supersede the other.

0.03 Administration. The Director shall have the power to appoint all employees and to remove such appointees at any time their services or the conduct of their offices becomes unsatisfactory, subject to the provisions of these rules and regulations.

The Director is authorized and directed to administer these rules and regulations including the right to establish whatever detailed regulations and procedures as may be necessary to further explain and clarify the provisions thereof, except in those situations where such administration would be in conflict with the Code of Iowa. In such situations, the Agency Board shall hold responsibility for administration of these rules and regulations.

The Director shall be responsible for determining the methods of operations of the services performed by the Agency. The methods shall include: types, number and operation of equipment; operating procedures; composition of crews; hours and days of operation; work or performance standards and units of production; routes to be driven; and other similar items.

Each employee is requested to make appropriate suggestions which he may have reason to believe will result in improved operations and economy. The Director, however, shall make all final determinations concerning operations of the Agency subject only to the approval of the Board and the applicable laws and regulations of the State and other authorities having jurisdiction.

The Director may appoint a personnel supervisor to assist him in the administration of these rules and regulations and to perform any other personnel functions which the Director believes area in the Agency's best interest.

0.04 Definitions.

Agency: The Des Moines Metropolitan Area Solid Waste Agency, composed of members representing the various communities and/or county or counties of the Des Moines Metropolitan Area.

Agency Board: The Board of Directors of the Des Moines Metropolitan Area Solid Waste Agency.

Assignment: Refers to the act of assigning an employee to a specific job.

Board: See Agency Board.

Director: The Director of the Des Moines Metropolitan Area Solid Waste Agency or his designated representative.

Dismissal: Separation from Agency employment for any reason as described under paragraph 3.05 - Causes for Action.

Employee: A person legally holding a regular salaried or paid position in the Des Moines Metropolitan Area Solid Waste Agency.

Job Specification: A written description of a job, consisting of a title, definition, examples of duties, employment standards and may include distinguishing characteristics and license or other requirements, included in these Rules and Regulations under Appendix II Job Specifications.

Layoff: Leave of absence without pay through no fault of employee caused by reduction in work force needed.

Leave of Absence: Absence, approved by the Board, without pay, requested by the employee to engage in activities which the employee cannot do while employed by the Agency, for a maximum period of one year, unless extended by the Board; providing, however, that a proper replacement for the employee has been made before commencing the leave of absence.

Permanent Employee: An employee who has a regular weekly assignment, who has completed a probationary period and has met the other requirements of these rules and regulations.

Position: The job as described by the Job Specification to which an employee is assigned on a permanent basis.

Probationary Period: A trial period considered as an integral part of the induction process during which a new employee is required to demonstrate his fitness for the position prior to receiving a permanent position.

Seniority: The length of continuous unbroken service as a permanent full time employee of the Agency or an employee of any Agency member. In computing seniority, the date of initial employment shall be adjusted by any periods of employee suspension or approved leave of absence without pay (except lay-off, personal illness, injury, education leave in the interest of the Agency or as otherwise authorized by the Agency) in excess of 20 cumulative working days per year. On a lay-off, an employee shall accumulate seniority for a maximum period of six months.

If an employee has been laid off by the Agency and is later offered employment as outlined above, he must accept the employment offered with the Agency within seven calendar days. In the event he does not accept the employment within the seven day period, and later accepts employment with the Agency, he shall be re-employed at zero seniority. Persons on a "lay-off" status, who were permanent full time employees shall retain eligibility for re-employment for a period of two years from the date of the lay-off.

Suspension: The temporary removal without pay of an employee from his designated position, for disciplinary reasons.

Supervisor: An employee of the Agency having authority, in the interest of the Agency, to hire, transfer, suspend, layoff, recall, promote, discharge, assign, reward or discipline other employees, or responsible to direct them,or to adjust their grievances, or effectively to recommend such action, if in connection with the foregoing to exercise of such authority is not of a merely routine or clerical nature, but requires the use of independent judgment.

Temporary or Part-Time Employee: An employee who does not have a regular weekly assignment, who is employed solely on an on-call basis, and to whom the provisions of Sections 1.01c, 1.03a,b and c, 1.04, 1.06, 1.07, 1.08, 1.09, 1.10, 1.13, 2.02, 2.03, 2.04, 2.07, 2.11, 2.12, 3.07 & 3.08 of these Rules and Regulations do not apply.

Termination: A complete separation from Agency employment resulting from dismissal, resignation, retirement or death.

Time Off: Absence, approved by the Director or his authorized representative, without pay, requested by the employee.

1.00 CONDITIONS OF WORK.

1.01 Employment with Agency

a. Fair Employment. No appointment to or termination from a position in the Agency shall be affected or influenced in any manner by any consideration of race, sex, color, ancestry, national origin, or political or religious opinion or employee group membership. No question in any examination, or any employment form, or in any other personnel proceeding shall be so framed as to elicit information concerning political or religious opinions of any applicant or employee. The Agency shall at all times conform with the current provisions of the Federal Fair Employment Act.

b. New Employees. The Director shall determine the need for new employees. They shall be employed as required, based upon their ability and qualifications. Applications shall be submitted on forms prescribed by the Director, which applications shall provide for information concerning training experience, references and such other pertinent information as deemed necessary. Application must be signed.

The following general qualifications shall apply to applicants for employment:

(1) United States Citizenship.

(2) Good Moral Character.

(3) Ability to read and write the English language.

(4) Is not a liquor or drug addict.

(5) Physically fit for performance of the required duties.

Aptitude tests may be given for employment as determined by the Director.

c. Transfer of Employees from Employment with Agency Member. At the time when the Agency assumes the responsibility for collection of solid waste in an area which was previously provided by a member of the Agency, the permanent employees of the member which were regularly assigned to collection service will be given preference for employment with the Agency. In so far as practical, all new employees hired directly from a member's collection service, will be transferred to the Agency with the rights and benefits he would have accumulated if his previous employment, with the Agency member, had been with the Agency. Included in the rights and benefits are seniority, longevity and accumulated sick leave and vacation.

At the time a member of the Agency discontinues their own solid waste disposal service, the permanent employees of the member, which were regularly assigned to the discontinued disposal service will be given preference for employment with the Agency. His rights and benefits will be established as provided for collection service above.

No employee will be transferred from a member's employment if the prospective employee does not meet the general qualifications set forth in paragraph 1.01b.

If no positions are vacant at the time of transfer, the prospective employee will be compared in seniority with Agency employees and accepted if he is more senior to any other Agency employee on the seniority list. The Director may at his descretion lay off an Agency employee to provide a vacant position for the prospective employee. Such lay off shall be made from the bottom of the seniority list.

However, a layoff of this nature shall be made only at the time of transfer of collection or disposal activity from Agency member to Agency. Should the prospective employee join the Agency at any other time, he shall be placed at the bottom of the seniority list as a new employee.

At the time of transfer, the Director shall determine the rights and benefits of the prospective employee and shall cause his findings to be entered into the employee's personnel records. Where his previous rights and benefits do not coincide exactly with rights and benefits offered by the Agency the Director shall make an equitable adjustment to fit the Agency plan.

d. Medical Examinations.

General. The purpose of the physical examination is not to limit any employee because of a physical problem, but to aid him in placing him where he may do the most good for himself and the Agency.

(1.) New employees. All appointments of employees shall be conditioned upon successful completion of a medical examination. No person disqualified by medical examination may be appointed to a position in the Agency without the approval of the Agency Board.

(2) Handicapped Applicants. Handicapped applicants may be appointed to positions in the Agency under the provision of Paragraph 1.04 d (1) above, provided that the individual possesses the other prescribed qualifications for the position. The circumstances of each individual case will be carefully considered, with special weight being given to the report of the examing physician.

(3) Examinations During Employment. When, in the judgment of the Director an employee's physical condition is such that it is desirable to evaluate his ability to perform the duties of his position, the Director may require the employee to undergo a medical examination.

(4) Examination Following Absence. Any employee who has been required to take prolonged or frequent leave due to illness or injury may be required to either submit a written release from his doctor or take a medical examination before returning to work. The Director shall determine if such release or examination is required.

(5) Retirement Age Examination. Medical examinations may be given to all employees who are being continued in service when they reach normal retirement age and annually thereafter until retirement.

(6) Criterion for Evaluating Physical Fitness. Permanent employees examined under the provisions of this paragraph shall be considered physically fit if:

(a) The physical defect does not interfere with the performance of duty.

(b) The physical defect does not make the individual a hazard to his fellow employees.

(c) The duties of work performed would not adversely affect the health of the individual.

(7) The Agency shall bear the cost of any physical examination, which the Agency requires.

(8) In the event a medical examination disqualifies an applicant or employees from employment with the Agency, he may have a second examination by his own physician at his own expense. In the event the second examination results in a different opinion, a third examination may be had, half of which expense will be paid by the Agency. The majority medical opinion shall then prevail as to the applicant's or employee's medical ability to perform the work for which he is to be employed.

1.03 Employee Assignments

a. Permanent Position. Each permanent employee will be assigned to a position which will be described in his Job Specification. Normally, he will perform the duties of the position as a regular assignment. Assignment to a position will depend on the employee's ability to do the work, position vacancies and seniority. Each position will have a corresponding pay scale.

b. Acting Positions (Temporary Assignments). Since the Agency's mission is to provide solid waste collection and disposal service; and since this is a vital health function of the community which must be accomplished on a regular and uninterrupted schedule; it will be necessary, from time to time, to assign men temporarily to duties or classifications different from the regular assignments.

Temporary assignment to positions different from the regular assignments will be made as conditions warrant. The Director shall have the authority to determine the conditions under which temporary assignments may be made and will exercise the authority through the normal channels of supervision.

Permanent employees may receive temporary assignments up to five (5) working days without any change in position or pay. If the temporary assignment exceeds five (5) working days, the employee will be considered to be "acting" in the position. Employees in "acting" positions will be paid at the rate of pay prescribed for the position, if that pay rate is equal to or greater than the employee's regular position. If the pay rate for the acting position is less than the employees regular position the employee will be paid at the rate of his regular position.

c. Changes in Permanent Positions. The Director shall determine the number of permanent positions required for each job specification. He may change the number of positions from time to time as conditions warrant.

When the number of permanent positions within any job classification increases or when there is a vacancy, appointments will be made on the basis of the employees ability to do the work, and seniority. When the number of permanent positions within any job classification is reduced the reduction will be made on the basis of seniority. "Employees removed from a position due to a reduction in the number of positions required will be placed in other positions in the Agency on the basis of seniority, provided such employees possess the necessary job qualifications and have the ability to do the work."

d. General Duties. In addition to the major tasks to be performed as described in the Job Specification for each position, each employee may be assigned to miscellaneous tasks such as litter control, cleaning of buildings, facilities and equipment, and similar work necessary for the proper functioning of the Agency. Some of these tasks may be included in the Job Specifications as routine and continuing tasks considered as part of a position. Others may be assigned by supervisory personnel as required.

Employment with the Agency is conditioned upon the complete understanding that an employee regularly assigned to a position shall also perform other duties as directed by his immediate supervisor.

1.04 Normal Work Week and Hours of Service.

Eight hours shall constitute a normal day's work, exclusive of a thirty minute lunch period to be taken commencing approximately four hours after commencing the work day. Five days of eight hours, or 40 hours, shall constitute a normal work week except for part time employees. The specific days and hours of assignment are as directed by the Supervisor, subject to approval of the Director. For cleanliness reasons, employees may go off their routes for this lunch period.

All employees shall also be allowed two 15 minute rest breaks (computed from start to stop of the break) approximately mid-way between the beginning and end of the first half of the shift and mid-way between the beginning and end of the second half of the shift. These rest breaks shall be taken without leaving the route (for collectors) or immediate working area (for landfill personnel).

Employment in the amount of 2080 hours minimum per year shall be made available to each full-time permanent employee, subject to the provisions of paragraph 1.03. Employees must be available for work in order to be eligible for the guaranteed hours. All overtime hours worked in excess of eight hours per day and/or 40 hours per week and authorized paid leave shall apply to the total guaranteed hours.

It may be necessary to collect and dispose of solid waste on Saturday, Sunday and in an emergency on Holidays. Special working days or hours may also be assigned to various crews from time to time by the Supervisor to meet the needs of the work.

"A reasonable amount of overtime work is required by the nature of the Agency's operations. An employee will not be required to work more than 10 hours in any work day. Upon notice by an individual employee to his supervisor to his supervisor at the start of his shift and for valid personal reasons an employee will be exempted from any overtime on that day. Because such overtime may be required, collection crews shall remain in the assigned collection area until all collection work in that area is completed."

If, for any reason determined by the Foreman or Supervisor, overtime is required to complete an assignment, an employee must secure authorization for such overtime in advance as soon as the need for such overtime is apparent. Compensation for overtime will not be allowed without such advance authority. Time worked shall be computed to the closest 15 minutes. Overtime shall be paid in cash each pay period in lieu of compensatory time off. All full-time employees shall have two specified consecutive days off per week- Saturday and Sunday, if possible, without deduction from pay. In an emergency, an employee may be required to work on his weekly days off. The work week shall be from Sunday midnight to the following Sunday midnight, unless otherwise assigned. Payment for overtime in excess of 8 hours per day and/or 40 hours per week shall be paid as follows, providing, however, that there shall be no duplication of overtime:

(a) Time and one-half on sixth work day, providing the employee has worked 40 hours through the fifth work day.

(b) A holiday not worked shall be considered as a day of work for the purpose of computing overtime.

(c) Double time on the seventh work day of any work week.

Agency collection employees will not be required to work on any holiday or observed day except on a sign-up basis when requested by the Agency. The request for sign-up will be made, and work assigned, at least four days preceeding the holiday or observed day."

Payment for hours worked on Holidays shall be at the double time rate.

The provisions of this paragraph regarding hours of service and overtime shall not apply to supervisory personnel. If Foreman and Supervisors are required to work on a holiday or a day off, or are required to work overtime, they shall be given time off for the overtime in accordance with provisions (a) and (b) above.

In the event the employee does not work because of inclement weather, (cold, rain or other weather) or other causes beyond the Agency's control, any time worked as a make-up day shall be paid in accordance with provisions (a) and (b) above.

1.05 Cold Weather Policy.

Employees shall be allowed one cold weather day per week during the period from November through March. However, if the employees take the cold weather day off, Saturday shall be a make-up day in accordance with paragraph 1.04 Normal Work Week and Hours of Service.

1.06 Holidays.

The following paid Holidays shall be observed by the Agency: New Year's Day, Memorial Day, Fourth of July, Labor Day, Veteran's Day, Thanksgiving Day, Christmas and an Additional Christmas Day.

Permanent employees shall be paid for 8 hours at straight time for each of the above holidays. If a holiday falls on a Sunday, it shall be observed on the following Monday. If a holiday falls on a Saturday, it shall be observed on the preceding day, Friday. If an employee works on a day designated as a Holiday, he shall be paid at overtime rate for a minimum of four hours for working 0-4 hours, and a minimum of eight hours for working more than four hours, in addition to the holiday pay."

When Christmas falls on Tuesday, Wednesday, Friday or Saturday in addition to the legal holiday observance, the preceding work day shall be also observed as a holiday. When Christmas falls on Sunday, Monday or Thursday, in addition to the legal holiday observance, the following work day shall also be observed as a holiday.

To earn the holiday, the employee is required to be present the work-day preceding and the work-day following the holiday, unless on authorized leave as hereinafter provided under 1.07 Vacation Leave, 1.08 Sick Leave or 1.09 Emergency Leave, or other authorized leave.

"When a holiday occurs during an employees vacation, holiday pay will be in addition to such vacation, or in lieu thereof, an employee may request a day of compensatory leave. When a holiday occurs during an employees authorized leave of absence, an employee will receive pay; providing, however, there shall be no duplication of authorized leave with pay and holiday pay."

An employee working on one of the above holidays shall be paid a minimum of fours hours for working from 0-4 hours, and a minimum of eight hours for working more than four hours.

1.07 Vacation Leave

Each full time permanent employee will accumulate vacation leave from the date of their employment, as follows:

(1) Permanent Full-Time Employees with Less than Six Year's Service. Vacation leave shall be accrued by all permanent, full-time employees who have completed twelve months of continuous service, but not more than six years at the rate of ten working days (or eighty hours) each year.

(2) Permanent Full-Time Employees with More than Six Year's Service but Less than thirteen Year's Service. Vacation leave shall be accrued by all permanent full-time employees who have completed more than six years of continuous service, but not more than thirteen years, at the rate of fifteen working days (or one hundred twenty hours) each year.

(3) Permanent Full-Time Employees with More than Thirteen Years Service, but less than Twenty year's Service. Vacation leave shall be accrued by all permanent full-time employees who have completed more than thirteen years of continuous service, but not more than twenty years, at the rate of twenty working days (or one hundred sixty hours) each year.

(4) Permenent Full-time Employees with More than 20 Years of continuous Service. Vacation leave shall be accrued for all permanent full-time employees who have completed more than 20 years of continuous service at the rate of twenty-five working days (or 200 hours) each year.

The above provisions shall also apply to part-time permanent employees, except that the amount of paid vacation shall be in the relationship which their part-time employment bears to full-time employment.

All vacation leave schedules must be approved by the Director. In preparing such schedules, the supervisor shall consider the needs of the Agency and the seniority and wishes of the employee.

Vacation must be taken within a twelve-month period after the completion of the year in which it is earned unless written authorization extending this period is obtained from the Director.

Accrued but unused vacation will be paid in cash upon termination.

1.08 Sick Leave

Each permanent full-time employee as defined in paragraph 1.01 shall be entitled to one(1) day sick leave with pay for each month of service which may be used for the following reasons:

(1) Physical incapacity no incurred in the line of duty.

(2) Personal illness, including medical and dental appointments during working hours.

(3) Enforced quarantine of the employee in accord with community health regulations.

(4) Serious illness of an emergency nature of members of the immediate family. The employee shall notify his immediate supervisor of the circumstances as soon as practical.

Sick leave shall be accrued for permanent part-time employees at the rate prescribed for permanent full-time employees, but such accrual shall be in proportion to the hours worked per week as measured against the hours worked per week by permanent full-time employees.

Unused sick leave may be carried over from one year to the next with no limit to accumulation. No payment for unused sick leave credit shall be made upon separation from Agency employment except in cases of retirement or death of a permanent employee of the Agency. In the event of the employee's retirement, which meets the requirements of the applicable federal or state statutes, or of his death, the employee, or his beneficiary shall be paid fifty per cent of his daily salary based on his salary rate at the time of his retirement or death for each full day of unused sick leave credit the employee has accrued in excess of 40 days.

"Supervisors have the right to verify the reported sickness of an employee and will require a doctor's certificate for absence due to illness of three (3) days or more. Requests for sick leave will be made at least fifteen (15) minutes prior to the employee's regular work shift. Sick leave shall be chargeable only when used on regularly scheduled work days or work periods.

When the Agency is notified in advance that an employee will be off work for more than three (3) days because of sickness or injury, the employee will upon request receive permission not to call in or report further to the Agency until the day before he is to return to work. Requests for sick leave called in by phone will be accepted by the Agency from the employee, if physically possible, otherwise from a member of his immediate family, provided that the employee is responsible for complying with the requirements of this paragraph."

1.09 Emergency Leaves.

Emergency leaves shall cover the following: a. Injury Leave. b. Funeral Leave. c. Military Leave. d. Family Leave. e. Jury Leave & Others. f. Conventions, Meetings and Visits to Solid Waste Facilities.

a. Injury Leave. Leave of absence with pay to permanent employees for on-the-job injuries or occupational disease, as described by the Iowa Workmen's Compensation Law, shall be provided by Workmen's Compensation insurance.

(1) Method of Payment. During such injury leave, the Agency shall pay such employee his full pay, either as direct payment from salary funds or as Workmen's Compensation insurance benefits, or both, but the total amount so paid for loss of time from work shall not exceed the full pay which such employee would have receive for such period at his regular rate of pay. Such injury leave shall not be charged against the employees sick leave or vacation benefits, except as provided hereinafter.

(2) Extent of Leave. Such injury shall extend for six months unless it is determined sooner by competent medical authority, approved by the Director, that the employee can return to duty. At the end of six months employees, if still disabled, will be entitled to leave with pay as follows:

(a) Three months with Workmen's Compensation benefits plus two-thirds of the difference between the employee's full pay and Workmen's Compensation benefits.

(b) Another three months with Workmen's Compensation benefits plus one-thrid the difference between the employee's full pay and Workmen's Compensation benefits.

(c) At the end of one year from the date of injury, the employee shall be entitled to Workmen's Compensation benefits for the duration of his disability as provided by Chapter 85, Code of Iowa, 1966.

(d) If declared by competent medical authority, approved by the Director, to be unable to return to work or to be permanently disabled, the employee shall, after one year from the date of the disabling injury, be permitted to use his vacation and normal sick leave before being retired from Agency service.

To qualify for any injury leave of absence with pay, the employee must report within the work shift and injury, however minor, to the foreman, unless physically unable to do so, and to take such first aid, medical treatment or other treatment as may be necessary. In the event the employee fails to report the injury within the work shift, any compensation he receives from the Agency shall be charged against sick leave or vacation leave.

b. Funeral Leave with pay. In addition to family funeral leaves as provided for under Family Leave, leave shall be granted all permanent full-time employees for a maximum of four hours to attend the funeral, upon written authorization of the Director or his authorized representative. Employees shall request the time off as far in advance as practical.

c. Military Leave. Permanent employees are eligible for leave with pay for the first 30 days of their active service in the armed forces or active training duty in the armed forces; thereafter this leave shall be without pay. Any such leaves shall be reported to the Director in writing before commencing the leave. Employees shall receive the difference between military pay and his regular pay for 30 days.

d. Family Leave. In case of death in the "Immediate Family", a permanent employee shall be grated a leave of absence with pay up to seven calendar days by the Director. "Immediate Family" is defined as wife, husband, child or parent.

In the case of death in the "Family" a permanent employee, upon prior request, shall be granted a leave of absence with pay up to four calendar days by the Director. "Family" is defined as mother-in-law, father-in-law, sister, sister-in-law, brother, brother-in-law, son-in-law, daughter-in-law, grandparents, and any other relative living in the same household.

If the situation warrants an extension, the Director may grant up to an additional three calendar days. A written explanation of any such extension must be filed with the Director.

e Jury or Witness Leave. Leave with pay may be authorized by the Director in order that regular employees may serve required jury duty or as a witness for the Federal Government, State of Iowa, or a political sub-division thereof. Such time off shall be considered as time on duty. Employees will be paid the difference between their regular pay and the amount they receive from the jury or witness duty, except travel, food or lodging compensation for such duty.

f. Conventions, Meetings and Visits to Solid Waste Facilities. Attendance at conventions and other meetings and visits to other cities shall be considered as time on duty; provided, that such attendance be approved in advance, and in writing, by the Director. The Activity must be related to Solid Waste Management.

1.10 Educational Leave. With the consent of the Director, Educational leave may be granted those permanent employees, who are interested in further professional training. Such leave is without pay. A single leave may not be more than twelve months, unless approved by the Director.

1.11 Other Leave of Absence without pay may be granted by the Director, if requested in writing by the employee far enough in advance so that replacements may be made.

1.12 Absence without Leave. If any employee shall, without proper authorization, be deliberately absent from duty, whether for part or all of a working day or for a longer period, such absence may be cause for disciplinary action. Absence without leave for a period of five duty shifts may be cause for automatic termination of employment and separation from the Agency service. Should the employee determine that he will be tardy or absent from work for any reason, he shall immediately telephone and inform the foreman. Because of the importance of an interdependence of employees, failure to so notify the foreman shall be cause for disciplinary action.

1.13 Accrual of Fringe Benefits During Absence. Sick leave, vacation, longevity and seniority do not accrue during the period that an employee is on an approved leave of absence or time off without pay in excess of 20 working days per year, except as provided for under Seniority, paragraph 0.04 Definitions.

1.14 Paydays. Employees will be paid in the following manner: Checks will be available on the regular payday at the times and locations designated by each Supervisor. Checks for personnel on a night shift will be available until the end of the working period on the night of the regular payday and the two following nights. Pay checks are available for issuance to employees at the specified payoff time and place on payday and the two following working days. At the end of the second day after payday, if the check is not claimed by the employee, it will be mailed to his home.

Pay checks will be given only to the employee to whom they are made out. Wives or relatives may not receive such checks unless they submit a signed statement from such employees. In case of sickness or absence the Office will mail the check, if so requested.

1.15 Other General Information. Information relative to matters of general interest to Agency employees, such as sickness, accidents and injuries, vacations, retirement benefits, etc., can be obtained from the Office.

1.16 Work Clothes. The clothing must be kept clean and in good repair at all times, and shall be laundered frequently enough to accomplish this purpose.

"Long pants and shirts must be worn by all employees while on duty. All employees must wear a suitable work shoe. Any cloth type, moccasin or sandal will not be accepted as a suitable work shoe."

The Director shall determine the extent to which uniforms or special items of clothing are provided to employees.

1.17 Change of Address. An employee, upon changing his place of residence, shall immediately furnish the office with his new address.

1.18 Service Pin Awards. The Director may establish policies and procedures for awarding of service pins to employees for long and honorable service to the Agency.

2.00 PAY PLAN AND COMPENSATION POLICIES.

2.01 Establishment of Plan. The Des Moines Metropolitan Area Solid Waste Agency shall determine the pay plan in the form of a salary Resolution and may amend the plan from time to time. The pay plan shall be re-examined annually by the Director who shall submit recommendations for changes to the Agency Board. In making such re-examinations and recommendations, the Director shall give appropriate consideration to the following factors:

a. Maintenance of equitable relationships between employees based on their relative duties and responsibilities.

b. The general level of wage rates in the appropriate labor markets for comparable work under similar working conditions.

c. Current recruitment and retention experiences.

The Agency's financial position, resources, and contract committments shall also be considered in connection with any changes in the pay plan.

2.02 Deductions. Deductions as required by law shall be deducted from employees wages, such as income tax, Social Security and IPERS. The Agency will make regular deductions for labor organization dues and initiation fees, from the wages of each employee who has provided the Agency with proper written authorization therefor, and the Agency will remit such monies to the appropriate labor organization. Any such authorization is revocable at any time by an employee upon thirty (30) days written notice to the Agency. The Agency will also make regular deductions for other items, such as Credit Union dues, United Campaign Contributions and Savings Bonds, upon written authorization from the employees.

2.03 Pay Plan Administration. The Director shall be responsible for administering the pay plan according to the following provisions:

a. Beginning Salary Rate. The beginning rate for a new employee normally will be the minimum rate in the established grade for his classification. In unusual situations, a pay rate above the minimum rate may be authorized to: (1) meet difficult recruiting problems or to obtain a person with markedly superior qualifications; (2) correct salary inequities or give credit for prior service; or (3) recognize outstanding performance.

b. Merit Pay Adjustments. In unusual situations and upon written recommendation of a department supervisor that an employee has performed exceptionally outstanding service, the Director may grant a merit pay increase, or special lump sum bonus, upon approval of the Agency Board.

c. Adoption of New Pay Plan. Upon adoption of a new pay plan Resolution, the method for initial implementation of the new plan shall be established by Agency Board Resolution, except that whenever possible, adoption and implementation of a new pay plan shall not affect the established anniversary date of any employee.

d. Reporting Pay. Employees who report for work at a regularly scheduled time on a regular work day and are sent home by their supervisor because the work cannot be performed shall receive a minimum of two hours pay.

e. Recall Pay. Employees who are recalled to work after the completion of their regular work day by their superior shall receive a minimum of two hours pay for each call at the time and one-half rate.

2.04 Longevity Pay. Permanent employees who have performed satisfactory continuous service for the required number of years shall be eligible to begin accruing longevity pay at the beginning of the payroll period in which the required number of years has been completed.

a. Continuous Service. Continuous service shall be terminated by resignation, dismissal, or retirement. If an employee so terminated receives a subsequent reappointment, he shall not be given longevity pay for service prior to the termination. Continuous service shall not be considered broken if an employee:

(1) Is on military leave of absence and returns to Agency employment in accordance with Federal and State law.

(2) Is on authorized leave of absence or on a temporary suspension without pay. However, no credit shall be allowed for time toward the accumulation of a five-year period by employees suspended or on leave without pay for over thirty consecutive calendar days, and additional time equal to the loss of service must be served to qualify for longevity.

b. Amount of Payment. Eligible employees shall receive 1% of base salary upon completion of five years; 2% after ten years; 3% after fifteen years; 4% after twenty years; 5% after twenty-five years; and 6% after thirty years and more continuous satisfactory service in a permanent status. Longevity increments shall be paid in addition to regular compensation and may be incorporated with the regular pay checks.

c. Limitations. An employee who is suspended, on leave of absence without pay , or otherwise off the payroll for any period of thirty consecutive calendar days or more shall receive no longevity pay for such period.

2.06 Salary Schedule. Salaries, excluding longevity pay for employees of the Agency, effective November 1, 1970, are as follows: (Current Salary Schedule is attached as APPENDIX I to the Rules and Regulations).

2.07 Seniority. The Agency will maintain a current seniority list of employees based upon the length of continous employment with the Agency and/or any employment with an Agency member immediately preceding his employment with the Agency. Such list shall be posted where employees may see it at all times.

"In the event it is necessary to reduce the number of employees, they shall be laid off in accordance with their agency seniority rights, and returned to work on the same basis, providing they are qualified as determined by the Director.

Seniority, with respect to rehire of employees who have been previously laid off by the Agency, shall be as follows:

a. During the period of time that the employee is laid off, he shall accumulate seniority during the layoff, for a maximum period of six months.

b. Should the employee desire to again be employed by the Agency and a position is available, he shall be compared in seniority, including the period of time specified in (a) above, and if qualified, shall be rehired with the same seniority he had when he was laid off, plus the six month maximum period of the layoff. He shall not lose any seniority he had accumulated prior to the time he was laid off.

When new jobs are created or vacancies are to be filled, preference shall be given to seniority and qualifications, as determined by the Director. In the event an employee is eligible for a job and has seniority, he shall be given a trial period not to exceed thirty (30) days in said position and if found not qualified, shall be returned to his former position.

Job vacancy notices shall be posted on the bulletin board for 72 hours, excluding weekends, during which time each employee who is interested shall bid.

Any new employee may be discharged by the Agency during the first sixty (60) days of employment on any grounds, including incompetence and the Director, working through the employee's supervisor, shall be the sole judge without appeal as to the competency of the said employee. After said new employee has worked sixty (60) days, he shall be placed on the regular seniority list and his seniority standing shall be computed from the date he started to work.

2.09 Employees Suggestion System. An employee suggestion system is hereby created for the purpose of encouraging employees to submit suggestions which will improve the efficiency and effectiveness of the Agency and its employees. The Director shall establish such regulations as are necessary to insure the effective operation of the suggestions system.

The Director may authorize awards ranging in value from $25.00 to $250.00 for suggestions submitted under the provisions of this system.

2.10 Roster Cards and Employee Records. The Director shall maintain a service record card for each employee in the service of the Agency showing the name, title of position held, the department to which assigned, salary, changes in employment status, and such other information as may be considered pertinent.

Any temporary or permanent change in the employment status of anemployee shall be reported by the Supervisor to the Director.

Payroll registers shall be kept permanently. All other personnel records, not a part of a current employee's personnel file, including correspondence, applications, examinations, and reports, may be destroyed after ten years upon order of the Agency Board.

2.11 Accident, Health & Insurance Program. The Agency provides to each full-time permanent employee a comprehensive hospitalization program including hospitalization, surgical and major medical coverage. The Agency pays the full premium for employees. The full cost of the premium for family coverage, if family coverage is elected by the employee, is assumed by the Agency.

There is a minimum 30-day waiting period before coverage is effective. New employees currently covered under an existing plan may arrange for continuous coverage by contacting the Agency office.

The Agency provides a $2,000 life insurance policy for all full-time and regular part-time employees. The premium is paid by the Agency and coverage takes effect when the enrollment card is filled out and returned to the office.

"Present Accident, Health and Insurance Benefits shall remain in effect until December 31, 1972."

2.12 Retirement System. Normally, employees may be retired from Agency employment at age 65. If in the best interests of the Agency, an employee's appointment may be extended by the Director for one or more 12 month periods.

The Iowa Public Employee's Retirement System (IPERS) is applicable to employees of the Agency, and they are covered by all the benefits which accrue under this system, including the benefits of previous employment under this system. The Agency shall make payments to this system for employee's retirement as provided by law.

3.00 EMPLOYEE CONDUCT.

3.01 General. Employees shall conduct themselves in a manner which will reflect favorably upon the prestige of the Agency and its employees. To maintain this prestige in the community, employees must express pride in the Agency. Only by each employee conducting himself in an orderly, lawful and progressive manner will the status of the Agency and it's employees be maintained at a high level.

3.02 Warning and Reprimand. Whenever employee performance falls below the required level or when an employee's conduct falls under one of the causes for action listed in paragraph 3.05, his supervisor shall inform him promptly and specifically of such lapses. If appropriate and justified, following a discussion of the matter, a reasonable time for improvement or correction may be allowed before any further disciplinary action is initiated. In situations where an oral warning has not resulted in the correction of the condition or where more severe initial action is warranted, a written reprimand shall be sent to the employee and a copy placed in the employee's personnel folder.

3.03 Suspension. In those cases where the Director determines the seriousness of the events or conditions warrant it, an employee may be suspended without pay by the Director, for a period not to exceed 30 calnedar days for each offense for any cause listed in paragraph 3.05, for disciplinary reasons.

3.04 Dismissal. When other forms of disciplinary action have proved ineffective, or where the seriousness of the offense or condtions warrants it, the Director may dismiss the employee for any cause or causes listed in paragraph 3.05.

3.05 Cause for Action. Appropriate disciplinary action may be taken for any of the following causes:

a. Incompetency, inefficiency, or negligence in the performance of duty.

b. Activity which has been determined to be incompatible with his employment as provided in paragraph 3.09.

c. Chronic physical or mental incapacity to perform the work of the position.

d. Failure to promptly report a physical injury or disability or mental status which could reduce the employee's ability to perform his assigned duties efficiently, properly and safely.

e. A serious breach of discipline.

f. Failure to maintain required chauffeur's or driver's license or failure to promptly report the expiration or revocation of a required chauffeur's or driver's license.

g. Unauthorized absence or abuse of leave privileges.

h. Acceptance of any valuable consideration, other than remuneration by the Agency, given to influence the employee in the performance of his duty.

i. Falsification of an application or of any Agency record.

j. Use of his official position for personal advantage.

k. Political activity as described in paragraph 3.10.

l. Willful violation of these rules.

m. Dishonorable conduct, including:

  (1). Disobeying orders given by those who have authority to issue such order.

  (2). Chronic tardiness

  (3). Chronic absence without excuse or permission.

  (4). Swearing and abusive language.

  (5). Discourtest to customers.

  (6). Drunkenness or use of non-medically prescribed drugs.

  (7). Drinking or the carrying of alcholic beverages while on duty.

  (8). Gambling on Agency property or while on duty.

n. Violation of written and adopted Agency operating rules.

o. Financial obligations. Employees shall arrange and conduct their personal financial affairs so that creditors will not have to make use of the Agency as a collection agent under garnishment procedures or consult Agency officials for collection procedures. Repeated failure to comply with this provision shall be grounds for disciplinary action or dismissal. However, employees cannot be discharged for garnishment for a single indebtedness.

3.06 Resignation. An employee desiring to resign from Agency service may do so by notifying his department head in writing of the reason therefor and the effective date. Failure to give at least two weeks' notice may be cause for denying subsequent employment with the Agency. The Supervisor shall report the resignation on the prescribed "Report of Separation" form. The The resignation of the employee shall be attached to this form or the employee shall sign the Report of Separation, stating the reason therefor and certifying that the resignation is of his own free will. Undated or unsigned letters of dismissal or unsigned Report of Separation will not be accepted.

3.07 Layoff. Whenever it becomes necessary for employees to be laid off for lack of work or lack of funds, it shall be handled as provided for under prargraph 2.07 "Seniority". Particular consideration shall be given to their qualifications.

3.08 Appeals and Hearings.

a. Any grievance concerning the interpretation, application or alleged violation of the provisions of these Personnel Rules and Regulations by the Agency shall be processed in the manner set forth herein. The term "grievance", however, shall not include a dispute seeking to change the amount of an employee's wages or benefits set forth in these Rules and Regulations or in a Memorandum of Agreement. Grievances shall be adjusted in the following manner:

(1) The employee shall submit his grievance to his department supervisor within three (3) days of the occurrence giving rise to it. The supervisor shall give his answer to the employee within three (3) days of submission to him.

(2) If not resolved, the grievance shall be submitted by the employee to the Agency Director within five (5) days of the department supervisor's answer. The Agency Director shall give his answer to the employee within five (5) days of submission to him.

(3) If not resolved, the grievance may be submitted to arbitration within five (5) days of the Agency Director's answer by the employee or his labor organization by written notice to the Agency Director. Such notice shall specify the section of these Rules and Regulations alleged to have been violated. The parties shall promptly meet to attempt to agree on an arbitrator. If they are unable to agree, they will jointly request the Federal Mediation and Conciliation Service for a list of arbitrators, and by alternately striking names one arbitrator will be selected to hear and determine the grievance.

b. Employees are entitled to representatives of their own choosing in appealing grievances, and they are entitled to one representative in Step a (1), and a reasonable number of representatives thereafter. When necessary in investigating and settling grievances, employees and their representatives, if employees of the Agency shall be released from work without loss of pay for a reasonable time, provided supervision is given sufficient advance notice to adjust work schedules.

c. Failure to appeal a grievance within the time specified above shall bar further appeal.

d. The employee or labor organization and the Agency shall share equally the expense of arbitration. The arbitrator shall have no authority to add to, subtract from or modify any provision of these Rules and Regulations, and his decision shall be final and binding upon the parties.

3.09 Incompatible Activities.

a. Prohibition of. An Agency employee shall not engage in any employment, activity, or enterprise which is inconsistent, incompatible, or in conflict with his duties as an Agency employee, or with the duties, functions, and responsibilities of the position in which he is employed.

b. Type of Incompatible Activities. The following employment activity or enterprise shall be considered inconsistent, incompatible, or in conflict with Agency employment which:

(1) Involves the use for private gain or advantage of the Agency's time, facilities, equipment, or supplies, prestige, or influence of an Agency office or employment.

(2) Involves the receipt or acceptance by the officer or employee of any money or other consideration from anyone other than the Agency because of their employment for the performance of an act which the officer or employee would be required or expected to render in the regular course of his Agency employment or as a part of his duties as an Agency officer or employee, provided, that this rule shall not apply to gits of a general commercial advertising nature having a small value, such as pens, calendars and rulers.

(3) Involves the performance of an act in other than his capacity as an Agency officer or employee which may later be subject, directly or indirectly, to the control, inspection, review, audit or enforcement by such officer or employee or the department by which he is employed.

(4) Involved so much of the employee's time that it impairs his attendance or efficiency in the performance of his duties as an Agency officer or employee.

(5) The Director shall make a final determination, when necessary, as to whether a specific activity is incompatible.

3.10 Political Activity. An employee shall not, as a representative of the Agency, directly or indirectly contribute any money or anything of value, to any candidate for nomination or election to any office, or to any campaign or political committee, or take any active part in any political campaign. Nothing in this paragraph shall prohibit any employee or group of employees, individually or collectively, from expressing opinions and convictions, or making statements and comments concerning their wages or other conditions of employment, nor shall the provisions of this paragraph prohibit an employee, as an individual while not officially or unofficially representing the Agency, from engaging in any of the political activities mentioned above.

Any employee who shall become a candidate for any partisan elective office for remuneration shall, commencing thirty days prior to the date of the primary or general election and continuing until such person is eliminated as a candidate, either voluntarily or otherwise, automatically receive leave of absence without pay and during such period shall perform no duties connected with the position so held.

4.00 PUBLIC RELATIONS.

4.01 Courtesy to the Public. The "Letter to Employees" and "Preface" explains the position of the Agency with respect to the public image which it wishes to maintain. Employee relationship with the public, our customers, aids immeasurably in creating this good public image. Employees, being a part of the Agency, shall do whatever is reasonably possible to maintain a lasting friendship with the public by their orderly and courteous handling of problems as they arise.

4.02 Contacting the Public. Employees are not authorized to contact individuals, in the interest of not delaying collection and disposal operations. All interviews or personal contact will be made by foreman. When employees are contacted by citizens, they shall courteously answer questions quickly to the best of their ability. When they are unable to furnish desired information, they shall refer citizens to their foreman.

When containers are found damaged upon arrival of the truck, or where containers are accidently damaged by the truck or loader, the foreman shall be notified, who will then contact the property owner.

4.03 Unauthorized Services. Only those services which are authorized under Agency rules shall be performed. Whenever a crew is contacted by a customer requesting service of a type not authorized, the customer shall be asked to contact the Agency office.

5.00 COLLECTION OPERATIONS.

5.02 Responsibility of Crew Chiefs. The crew chief is in charge of the crew and will be held responsible for the safe and proper operation of the truck,; the serving of all qualified locations at which refuse has been set out for collection on their routes; proper conduct of the other crew members; assistance to the other crew member where indicated; reports to the foreman; and, for lost or wasted time of the crew. The driver shall follow the regular route exactly as prescribed except for detours or other unavoidable deviations. All deviations shall be reported to the foreman. The Crew Chief shall be responsible for the conduct of his crew only insofar as he can be aware of such conduct.

5.04 Responsibility of Collectors. It shall be the duty of the regular collector to advise a relief driver assigned temporarily to his truck of the regular prescribed route and the method of covering it. He shall share responsibility with such relief driver for uncollected refuse.

5.06 Method of "Pulling" Routes. Regular crew chiefs will be held responsible for "pulling" routes (routing the truck on the collection route) in the manner prescribed by the Director. Any desired variation from this method must first have the approval of the foreman. Any unavoidable variations must be reported to the foreman. The use of private driveways or any private property for the purpose of maneuvering the truck should be avoided.

5.08 Diversion of Truck. Drivers shall not take trucks out of the collection routes except to travel the most direct improved streets or freeways to and from the collection routes, and shall collect refuse only from the routes to which they have been assigned, except as directed by their foreman or as provided under paragraph 1.04 for lunch break.

5.10 Safety of Crew Members. Crew chiefs shall operate their trucks with due regard to the safety of the crew and not in a manner which will make their work more difficult or dangerous. Collectors shall cooperate with their drivers at all times in matters affecting their own safety as well as that of the drivers (See Rule 5.12).

All collection vehicles equipped with safety belts must be used whenever traveling to and from collection routes and disposal points, and also must be worn at all times when traveling substantial distances between collection points within a route.

5.12 Signals by Collectors. Where a crew consists of two or more members, the collector shall give the necessary signals to the driver when it is required for any reason to back, turn around or maneuver the truck.

The collector shall be on the ground in the direction from which traffic would approach or where other hazards may exist, and in plain sight of oncoming traffic. He shall then alert traffic as required, in sufficient time before his truck is moved, to conveniently allow traffic to stop or turn out of the way.

When required to give signals to the driver, a collector must be in a position which will permit the driver to see him, either directly or by means of one of the rear-view mirrors on the truck, and where the collector has an unobstructed view of the ground over which the truck is about to be moved. Signals by the collector shall be hand signals at all times.

It shall be the responsibility of the driver to see that the collector is in proper position to give him adequate signals and to alert other traffic to the presence of the collection vehicle. In giving adequate signals and alerting traffic, the collector must avoid any indication of attempting to direct traffic. Any failure by the collector to give the required signals, after having been so directed by the driver, shall be reported by the driver to the foreman.

At no time shall signals be given for the purpose of gaining the right-of-way improperly or for any movement in violation of traffic regulations.

Collectors, as well as drivers, or both may be held responsible for accidents resulting from failure of the collector to comply with this section.

5.14 Container Regulations. Containers must be approved by Agency Regulations. Employees are prohibited from collecting solid waste contained in any container which is not approved.

Again, courtesy is a key factor in maintaining a harmonious relationship with our customers. Foreman will make the required contacts with householders and will give crews any further information or instructions which deviates from adopted procedures of collection.

5.16 Care of Containers. Care shall be used in handling containers. Crew members shall not strike containers against the truck, nor throw containers or lids.

Crew members shall return emptied containers to the approximate point where they were found regardless of whether the containers do or do not conform to regulations governing size, weight, condition, etc., except that cardboard cartons should not be returned but should be collected together with their contents.

5.18 Emptying Containers. Every reasonable effort shall be made to empty all refuse from each container and crew members shall not set one emptied container inside of another.

5.20 Damage to Containers. Whenever an employee damages a container or a lid or whenever a container or lid is found to have been damaged prior to the arrival of the crew, the driver shall note the address at which the container or lid was damaged or was found damaged and shall promptly report the circumstances to his foreman so that the foreman may make immediate contact with the owner.

5.24 Location of Containers. Containers, when empty, shall be returned to the point from which they are found. They shall be left in an orderly condition, inverted, and reasonably close to the original position.

5.26 Unnecessary Noise. Crews must work in harmony at all times and as quickly as possible. Loud talking shall be avoided. Containers and covers shall be set down quietly and not dragged or thrown in a noisy manner.

5.28 Types, Quantity and Source of Solid Waste. Solid waste shall be collected from all household or other type of buildings to the extent specified by the solid waste ordinance adopted by the entity with which the Agency contracts.

When an employee finds set out for collection an item of solid waste which is not approved as to size or composition by the ordinance, the employee shall comply with the ordinance, and the employee shall report the circumstance to the foreman as soon as practical. The foreman shall immediately contact the property owner so that a health hazard does not develop.

Special attention shall be given to avoid the collection of hazardous items, such as explosives, acids and caustics.

5.30 Collection Service Locations. Collection of solid waste shall be made from customer's location as required by the solid waste ordinance.

5.30 Telephoning from Route. On those occasions when a crew has completed its collection assignment without having received final instructions for the day from the foreman, and the collection vehicle has available space, the driver must telephone his foreman or the dispatcher and report this circumstance. If the dispatcher has previously received instructions to be relayed to the crew, he will so advise the driver. Where the dispatcher has not received such instructions, he will contact the foreman and request directions which he will then relay to the driver. The driver must similarly contact the dispatcher whenever any unusual circumstance arises which will prevent his compliance with the most recent instructions from his foreman. The employee shall be reimbursed by the Agency for any calls made from a pay phone, providing he gives the dispatcher the number from which the call is placed.

5.34 Capacity Loads. Crew Chiefs will be held responsible for bringing in full loads except in the case of a final load for the day or as directed by the foreman. Packer-type bodies shall be loaded until the full capability of the packing mechanism has been reached.

5.36 Completing Collection Assignments. Crews will be held responsible for the cleaning up of all refuse set out for collection on routes or for other collection tasks to which they have been assigned and for cooperating with other crews assigned to the same district. Collectors are expected to be diligent in their observation of the location of containers to insure that all collections are made.

5.38 Covers on Loads. Drivers of trucks with packer-type bodies must see that the tail gate enclosure panel is in closed position when traveling between sections of routes or between routes and disposal points.

Drivers must be certain that canvas covers on open body type trucks are placed over the body at all times when carrying any items from points of collection to point of disposal, or at anytime when the distance or circumstances would permit contents to blow out.

5.40 Handle Glass Carefully. Crew members shall handle refuse in such a manner as not to increase the hazard to themselves from broken or flying glass.

Employees are advised to use extreme caution in handling flourescent tubes, and particularly to avoid breaking them in any manner which might result in injuries. Dust and custs from glass particles from such tubes can cause painful lingering injuries.

5.42 Hauling Material Other than Solid Waste. Collection crews shall not collect or haul any material except the type of solid waste which they have been assigned to collect and haul. Employees are not permitted to carry on the truck any personal effects other than those essential to the performance of their duties.

5.44 Salvaging and Scavaging. All acceptable items of solid waste set out for collection must be collected by the crew and delivered to the designated place of disposal. No item shall be placed or left at any point for later removal by an employee for his own use.

Although under some circumstances an employee may obtain permission from his foreman to retain a specific item for his own personal use, in no event will such permission include the retention of returnable deposit bottles or articles which by their nature are sold as "junk", such as copper, brass or aluminum fittings, wire and other items of nondescript size or shape, rags, glass, etc.

The purpose of this provision is not to deny employees the small amount of salvage money they may receive but to maintain efficiency, prevent unsightly accumulation of trash and to preserve the high status of the Agency and its employees.

5.46 Complete Delivery of Solid Waste. All solid waste collected must be delivered to the designated disposal point, where the complete load must be discharged. No part of the load is to remain in the truck after such delivery.

5.48 Collection of Solid Waste by Unauthorized Persons. The collection of household solid waste by private parties is permissable, provided the owner of an establishment, or other authorized person, has contracted for such private service.

Where it appears evident that solid waste which is normally collected by the Agency is being collected by others, the driver shall report such circumstances to the foreman, including evidence, if any, of improper handling of containers, spilled refuse, etc. The license number of any vehicle involved, if observed, should also be reported.

5.50 Spilling of Solid Waste. Employees shall not permit solid waste to fall from the truck while traveling from the route to the disposal point or between routes.

Loaders shall use extreme care to avoid spilling solid waste when emptying containers and shall load solid waste securely on the truck to avoid spilling when traveling between stops on the route.

Any solid waste that is spilled during loading or while traveling shall be cleaned up and put in the truck. Solid waste which has been spilled from containers set out for collection before the arrival of the truck shall be cleaned up and placed in the truck. However, foremen shall be informed of this so that the foreman may contact the householder so as to eliminate any future occurence.

6.00 TRUCK PROCEDURES AT DISPOSAL SITES.

6.04 Directions by Site Attendant. Drivers must follow directions given to them by disposal site attendants who are responsible for the placement of loads in the site area.

6.06 Vehicle Operation in Disposal Area. The driver shall not permit the collector to leave the truck cab until the vehicle has come to a complete stop. The loader shall then leave the cab, walk to the rear of the truck on the side opposite to the position of the driver and shall then give the driver adequate signals to maneuver the truck to the specific dumping point (See Rule 5.12). Drivers shall operate the trucks with due regard to the position and operation of other collection vehicles, tractors, employees on foot, etc.

6.08 Spending Time at Disposal Sites. Crews are not to remain at disposal sites for any time in excess of that necessary to complete the unloading operation, contact their supervisors, or use restroom facilities, etc. Smoking is prohibited at all times within the active unloading area at all disposal sites.

6.10 Returning to Disposal Point or Headquarters. Each member of the crew shall accompany the truck to the disposal point or headquarters and assist with the unloading, refueling and cleaning of the truck unless other arrangements are made by the crew's supervisor.

7.00 EQUIPMENT: OPERATION AND CARE.

7.02 Responsibilities of Crews. Of equal importance to the proper conduct of employees in the performance of their duties is proper care and maintenance of their equipment. The presence on the streets of refuse trucks, neat and clean in appearance is definitely an asset to the Agency.

Crew Chiefs and collectors should feel a very definite responsibility and pride in keeping their trucks free of clinging refuse, dirt, dust and grime. Hoods, cabs, tanks, covers and bodies should be cleaned frequently, particularly the insdie of the cab, which should be kept free of dirt, and bottles, and similar refuse (See Rules 5.42 and 7.06). Inspections of trucks relative to cleanliness shall be made periodically by foremen.

Equipment repair employees are assigned to the routine maintenance, inspection and lubrication of all trucks. However, each crew is responsible for keeping its truck clean.

Drivers responsibilities include proper operating ability and knowledge of their equipment and its components including such auxiliary items as packer-mechanisms and auxiliary engines. As an aid in maintaining trucks at the highest possible mechanical standard, crew chiefs are required to perform certain inspections as designated in the "Driver's Vehicle Preventive Maintenance Report" and to make the appropriate notations so that prompt correction of defects can be made. (See Rule 7.20).

A primary obligation is the crew chief's duty to note on the report his daily complete speedometer reading. He must also check the appropriate box when the speedometer reading reaches the mileage shown on a sticker placed on the speedometer indicating when preventive maintenance servicing is to be done.

7.04 Motor and Truck Care. Drivers shall not "race" truck motors while warmin up, and shall not permit motors to idle for long periods of time. Drivers of trucks equipped with dump hoists shall not unnecessarily rock trucks while body is in dump position. The driver shall avoid careless operating practices which may result in damage to the truck or body, such as scuffing the tires against the curbs, "riding" the clutch pedal, etc.

7.06 Collectors Assist Drivers. Collectors must assist drivers in preparing the trucks for starting, cleaning, fueling, and any other activity in accordance with the provisions of these Rules and Regulations.

7.08 Safe Operation at all Times. Drivers must operate trucks in a safe manner at all times, under specified circumstances, collectors shall assist the driver in maintaining established safety standards (see Rule 5.12). Consideration must be given to conditions of brakes, grade of street, size of body, weight of load, condition of street surface, presence of pedestrians, other vehicles, trains and any and all other itmes affecting the safety of operation. When the truck is left unattended, the engine should be shut off, when collecting on the route, and the parking brake set. On hills, front wheels should also be turned toward and against the curb or other restriction adequate to hold the truck at rest before leaving the truck unattended.

For reasons of safety and courtesy, drivers shall yield the right of way to other vehicles offering the slightest challenge, legal or otherwise. Stopping for the purpose of collecting refuse by standing alongside a vehicle parked at the curb is tolerated only when there is no place at the curb to park within reasonable distance of the refuse to be collected and is limited to the actual time involved in making the collections.

7.10 Observing Traffic Laws. All employees shall operate their equipment in conformity with all traffic laws. Employees will be held responsible for any accidents resulting to Agency or privately-owned vehicles or property, as a result of their careless or negligent action.

Refuse collection vehicles must be operated on the right side of the roadway in conformance with the traffic laws of the State of Iowa. The man at the wheel of the truck will be held responsible for the observance of all traffic laws and the safe operation of the truck.

7.14 No Riders. Drivers shall not permit any unauthorized person to ride on the truck.

7.16 Street Barricades. Drivers shall not drive trucks through or over or move barricades that are placed on the street to control traffic, unless permission to do so has first been obtained from the person in responsible charge of the work being protected by the barricade. Drivers shall report such cases to their foreman immediately upon observing them. Where drivers are aware of such conditions before the start of the shift, they shall advise the foreman so that he may supply them with hand trucks or other equipment necessary to make collections from such locations where access is not obtainable.

7.18 Cleaning Trucks. Crew Chiefs will be held responsible for the removal of refuse clinging to the vehicle after each load. Interior of cab shall be kept clean at all times and shall not contain miscellaneous and nondescript items. Collectors shall assist drivers in completing these tasks. (See Rule 7.06).

7.20 Reporting Needed Repairs. Any needed repairs or adjustments of the truck or its appurtenances or any abnormal usage of oil, water or fuel, shall be reported by the driver, at the end of the trip during which the condition is first noted, by use of the "Driver's Daily Vehicle Preventive Maintenance Report". Drivers shall not report needed repairs to the mechanics.

No repairs or adjustments except minor field adjustments as necessary to keep the truck operative are to be made to trucks by any persons other than authorized equipment repair employees of the Agency.

Drivers shall not operate their trucks in the event a condition arises which might cause damage to the engine or other parts of the mechanism through lack of water or oil, broken fan belts, flat or deflated tires, improperly adjusted or damaged clutches, burned-out bearings, broken parts in motor transmissions, differential, etc. In any such case the driver shall stop the engine immediately and contact his foreman or office for instructions.

7.22 Refueling Trucks. All trucks must be refueled by the driver at the time and place specified regardless of how much fuel may be in the tank or even if the truck is to be taken to the shop for repairs. Trucks must not be refueled prior to the specified refueling time, except where there is a risk of running out of fuel.

7.24 Tire Inspection at End of Shift. Crew Chiefs shall inspect tires before going off duty and soft, flat or defective tires shall be reported immediately to the foreman so that they may be repaired or replaced before the start of the next shift.

7.26 Locking Trucks. Unless otherwise instructed, drivers leaving trucks in the yard shall leave ignition key in switch of truck and shall not lock the cab doors or glove boxes. Ignition shall always be turned off.

In certain specific instances, drivers may be instructed to lock cab doors and turn in ignition keys to the office.

7.28 Parking in Proper Stall. The driver shall park his truck in its regularly-assigned stall. The truck shall be so parked within the stall as not to interfere with the movement of adjacent trucks.

7.30 State Chauffeur's and Driver's License. All employees who are required by their job descriptions to operate any Agency truck or heavy motor vehicle on any public street or highway except for automobiles and pick-up trucks, must, as a condition to initial employment and as a condition to continuing employment, possess a current and valid State Chauffeur's License as required by law.

All employees not listed above, who may have occasion to operate an Agency automobile or pick-up truck on any public street or highway, shall as a condition of initial and continuing employment, possess a current and valid driver's license as required by law.

It shall be the foreman's duty and responsibility to personally inspect the license of each employee listed above, on or about the first working day of each month and report such inspection to his supervisor in writing.

No employee shall be permitted to operate any Agency motor vehicle on public streets or highways without proper license as provided above except in emergency conditions as described below:

Any employee who possesses a valid drivers license and is competent to operate a collection truck, may in an emergency, with the specific approval of a foreman, drive a collection truck on a public street or highway for the purpose of moving the vehicle to a place of maintenance or repair. This authority may include a trip to a disposal facility to discharge its contents.

It shall be considered the responsibility of the employee to obtain and maintain any required drivers or chauffeur's license.

In the event an employee has his licnese revoked or fails to maintain a required license the Director shall normally place the employee on "Suspension" without pay until the employee produces a valid and current license. Depending on the circumstances and the best interests of the Agency, the Director may, in lieu of suspension, assign the employee to duties not requiring the operation of a vehicle or may dismiss the employee.

8.00 MOTOR VEHICLE ACCIDENTS.

8.02 Accident Investigation Panel. In order to assist employees in avoiding traffic accidents, the Agency has established an Accident Investigation Panel. It is the function of this panel to analyze accidents in which employees are involved and to advise the employees of its findings.

The Agency has also established an award program under which safe driving practices are recognized and awards issued for accident-free driving periods of one, three, five, ten, fifteen and twenty years, respectively.

All reports of accidents involving employees are reviewed. In those cases where such review indicates the employee has clearly taken all reasonable steps to avoid the accident, he is advised that he will not be required to appear. The Panel is not a "Trial Board" and no witnesses appear against the employee. The Panel's interest is to determine what may have been done to have prevented the accident and, to learn this, the Panel reviews the report of the accident and discusses it fully. The employee is later advised of the findings of the Panel.

In many cases, the Panel will find that the employee is in no way at fault. In others, the Panel will determine the degree of failure on the part of the employee to take steps to avoid the accident. Discipline may be assessed by the Director in those repetitive cases of preventable accidents.

8.04 Reporting Accidents. In any case of a collision involving Agency-owned equipment which causes any personal injuries or damage to property (including mail boxes, tree limbs and fences), no matter how slight, either public owned or privately owned, the driver must call his foreman by radio or the office by telephone. A supervisor will determine whether or not the Traffic Division of the Police Department will be called to make an investigation. This same procedure must be followed on all occasions of injury to persons or damage to property resulting from other than a vehicle collision, such as instances in which a person is struck by a container handled by a collector. In cases where the driver is accused of being involved in an accident, and of which he has no knowledge, he shall obtain the license number of the other party and shall call his office by telephone. A police investigation may also be made in such cases.

In cases where a collector is driving with the permission of the foreman at the time of the accident, the driver and the collector will be held equally liable for failure to call the dispatcher by telephone as required above. Where the collector has knowledge of an accident or an allegation of an accident of which the driver is not aware, the collector must advise the driver.

In the event of an accident involving two or more Agency-owned vehicles either on or off public property, or damage inflicted on Agency property within an Agency yard by Agency equipment, the driver or drivers will be required to report the accident on Agency Accident Forms, copies of which may be obtained in the office. However, the Police Department will not be called.

8.06 Reporting Injury to Animals. Whenever any animal is seriously injured or killed by an Agency owned vehicle, the driver thereof shall stop immediately and make a reasonable search for the owner. If the owner is found, the driver shall identify himself and report the circumstances of the accident to the owner.

He shall then advise his foreman by radio or the office by telephone.

Failure to call the foreman, dispatcher or office as required under Rules 8.04 or 8.06 may subject an employee to immediate discipline.

8.08 Procedure at the Accident. The driver must remain at the scene of the accident until the investigation is complete and request the other party also to remain. In all cases, the driver should obtain the full name, address, license number, etc., as well as the names and addresses of other persons involved or in the other vehicle and shall give the other parties his name, address, and registration number of the vehicle he is driving; and shall, upon the request by the other party, exhibit his chauffeur's or driver's license.

He shall obtain the names and addresses of all witnesses and report such information on forms provided for that purpose.

It is the crew chief's responsibility to see that a supply of such forms is in his vehicle at all times and when necessary, to obtain such forms from his foreman.

Failing to stop and give information (or aid, in cases of injuries) when involved in an accident is a violation of the Code of the State of Iowa and, upon conviction, such violation may be punishable by fine or imprisonment or both fine and imprisonment.

The Agency Attorney requests that employees who may be involved in an accident involving Agency-owned equipment shall make no statement as to their responsibility for the accident to any person other than the investigating police officers, but shall refer the inquirer to the Agency's office.

9:00 COMMENDATIONS. Commendations are issued to employees as the result of specific instances of exemplary conduct and in recognition of periods of outstanding service. Bases of such commendations shall include, but not be limited to, accident-free or injury-free services, unusual acts of good citizenship, conduct earning exceptional public esteem or recognition. etc. (See also Merit Pay under 2.03b).

10.00 DISCIPLINE. Discipline, under these rules, will be administered by the Director. The Director will determine the disposition of any item arising from circumstances not specifically covered in these rules and regulations, subject however, to paragraphs 3.08, Appeals and Hearings, and 11.00 Employee Complaint Procedure.

11.00 EMPLOYEE COMPLAINT PROCEDURE. Under an established Employee Complaint Procedure, adopted by the Agency, employees may make requests of their supervisors for review of complaints dealing with such items as assignments, working conditions, and time off. Information regarding the details is available at the Office.

12.00 LANDFILL OPERATIONS.

12.01 Responsibility and Authority of Foreman at Disposal Facilities. The foreman at each disposal facility is responsible for the safe and proper operation of the facility. All employees assigned to the facility shall work under his direction. All other employees who must enter and use the facility shall be subject to his authority while on the premises. This authority specifically includes but is not necessarily limited to the direction of traffic, unloading procedures and locations, litter and dust control, priority of vehicles, fire prevention, and other matters involving Agency vehicles and crews, and private haulers. He shall have authority to accept or reject hazardous material or other materials subject to rules established by the Agency.

12.02 Responsibility of Employees at Landfill. Employees shall perform duties as assigned. It shall be their duty to assist and cooperate with other employees as to achieve a harmonious function of operations at the landfill site. They shall report to their foreman any irregularities or situations where those using the landfill are not complying with established rules and regulations. (See also Paragraph 12.03 - Safety at Landfill).

12.03 Safety at Landfill. Equipment shall be operated in a safe manner at all times. Roll bars shall be used on all crawler-type and rubber tired equipment. Machine guards shall be maintained and shall not be removed from equipment while equipment is running or being operated. All motorized equipment including crawler-type, rubber-tired,trucks and tractors shall be equipped with warning devices when traveling in reverse and employees shall not operate equipment when these devices are not operating properly, except to move it to a place where device is to be repaired. Seat belts shall be installed and used by all employees on all mobile equipment.

Employees shall use extreme care when working with or near heavy equipment so as to not endanger themselves, fellow employees or customers using the landfill. Each employee shall be especially alert to warn others of the dangers should they see others doing anything of a dangerous nature, especially as regards walking in areas of the landfill where there is danger of heavy earth moving equipment operators not being able to see those on the ground.

12.04 Maintenance and Service of Equipment. Employees assigned to servicing of equipment shall do service work in accordance with manufacturer's recommendation and the procedures and schedules established by the foreman. Employees operating equipment shall check to see that equipment is serviced when the service work is due.

12.05 Salvaging and Scavaging. The provisions of paragraph 5.44 shall apply to the employees performing duties at the disposal facility as well as those performing duties on the collection routes.

13.00 WORK STOPPAGES PROHIBITED. Employees are prohibited from participating in work stoppages, and the Agency shall not engage in any lock out of employees, but, both parties shall have access to the grievance procedure and binding arbritration as set forth in paragraph 3.08, Appeals and Hearings. Violation of this rule is grounds for disciplinary action as set forth in section 3.00, Employee Conduct.

APPENDIX I

The following wage scales will apply to all permanent and temporary or part-time employees of the Des Moines Metropolitan Area Solid Waste Agency during the period of January 1, 1972 - January 1, 1973.

CLASSIFICATION	START	60 DAYS	120 DAYS
Solid Waste Crew Chief	$3.69	$3.75	$4.00
Truck Driver	$3.62	$3.72	$3.90
Solid Waste Collector	$3.43	$3.59	$3.80
Solid Waste Utility Man	$3.43	$3.53	$3.72
Solid Waste Attendant	$3.43	$3.53	$3.72
Equipment Mechanic	$4.48	$4.59	$4.70
Heavy Equipment Operator	$4.59	$4.70	$4.80
Medium Equipment Operator	$4.43	$4.54	$4.64
Light Equipment Operator	$3.59	$3.69	$3.90
Equipment Lubricator	$3.69	$3.80	$3.90

MUNICIPAL LABORERS UNION
LOCAL 353

AGENCY DIRECTOR

LOCAL 90, I.B.T.

LOCAL 234, I.U.O.E.

APPENDIX II - JOB SPECIFICATIONS

Equipment Mechanic
Heavy Equipment Operator
Medium Equipment Operator
Light Equipment Operator
Equipment Lubricator
Solid Waste Crew Chief
Truck Driver
Solid Waste Collector
Solid Waste Utility Man
Solid Waste Attendant

EQUIPMENT MECHANIC

DEFINITION

Under supervision, to perform major and minor mechanical repairs on various kinds of gasoline and diesel powered equipment and to do related work as required.

EXAMPLE OF DUTIES

Inspects, diagnoses and repairs mechanical defects in automobiles, trucks, graders, packers, compactors, bulldozers, front end loaders, scrapers, rollers, mowers, and other mechanical equipment; tears down motors and performs general overhauling; grinds valves; repairs transmission, clutches, differentials, carburetors, alternators, universal joints, hydraulic systems, pins and bushings; final drive; adjusts brakes and clutches; installs auxillary equipment, batteries, tires, wiring, door glass, door handles and brakes; performs welding as necessary for replacement, repair or build-up of tracks, rollers, sprockets and idlers; drives tow truck or welding truck for field service; maintains records of repairs made, work orders and time worked; works in the field and in the shop as assigned.

EMPLOYMENT STANDARDS

Education and Experience: Graduation from high school, and two years experience as skilled equipment mechanic, or an equivalent combination in which each additional year of experience may be substituted for one year of education.

Knowledge and Abilities: Knowledge of the principles and operation of gasoline and diesel equipment and its components; knowledge of the methods, tools, equipment, and materials used in the repair and maintenance of motorized construction equipment; ability to operate mechanical testing and repairing devices for servicing and repairing equipment; ability to estimate time and materials needed to complete a job; ability to read mechanical diagrams; ability to operate a tow truck and its accessory equipment safely and efficiently.

License or other requirements: A valid chauffeur's license issued by the State of Iowa.

HEAVY EQUIPMENT OPERATOR

DEFINITION

Under general supervision, to operate and maintain heavy power equipment in solid waste collection and disposal work; and to do related work as required.

DISTINGUISHING CHARACTERISTICS

This class is distinguished from Medium Equipment Operator in the type of equipment used and the degree of complexity of such equipment. Heavy Equipment Operator typically operates power equipment with crane or boom attachments of 1½ C.Y. bucket size capacity, track-type tractors, dozers or loaders and wheel type dozers or loaders of 170 FWHP or larger, wheel compactors of 200 FWHP or larger, motor graders of all sizes on finegrade work and wheel tractor scrapers and/or self loading wheel tractor scrapers of over 20 C.Y. capacity.

EXAMPLES OF DUTIES

Performs skilled solid waste collection and disposal work; operates complicated industrial or construction equipment; lubricates and makes minor repairs and adjustments to equipment; excavates, loads and hauls dirt and other materials; rips frost; compacts solid waste; backfills and compacts cover dirt; compresses and covers car bodies and other heavy objects; gives training and work instructions to helpers; performs other assigned duties incliding operation of other equipment regardless of size, as directed, for collection, transfer and disposal of solid waste; makes reports concerning equipment used and repair needed.

EMPLOYMENT STANDARDS

Education and Experience: Completion of the tenth grade and five years of experience in the operation of motorized construction equipment, including one year with heavy equipment of size specified above, or an equivalent combination in which each additonal two years of heavy equipment operation experience may be substituted for one year of education.

Knowledge and Abilities: Knowledge of the mechanical operation of heavy diesel and gas-powered solid waste collection and disposal equipment; knowledge of the maintenance of this equipment; skill and ability in the operation of this equipment; manipulative skill and mechanical aptitute; ability to follow oral and written directions; willingness to do skilled work in connection with the equipment operation; willingness to perform other work related to collection and disposal of solid waste.

License or other requirements: Chauffeur's License, State of Iowa.

MEDIUM EQUIPMENT OPERATOR

DEFINITION

Under general supervision, to operate and maintain heavy power equipment in solid waste collection and disposal work; and to do related work as required.

DISTINGUISHING CHARACTERISTICS

This class is distinguished from Light Equipment Operator in the greater degree of complexity of equipment used and the additional skill required. Equipment used by Medium Equipment Operators typically includes: track-type tractors with dozer blades or loaders and wheel type tractors with dozers or loaders of less than 170 FWHP, wheel compactors of less than 200 FWHP, motor grader not on finegrade, wheel tractor scrapers of 20 C.Y. capacity or less, truck or tractor and trailer combinations including the low-boy, and other equipment of comparable difficulty.

FXAMPLE OF DUTIES

Performs skilled solid waste collection and disposal work; operates complicated industrial or construction equipment; lubricates and makes minor repairs and adjustments to equipment; excavates, loads and hauls dirt and other materials; rips frost; compacts solid waste; backfills and compacts cover dirt; compresses and covers car bodies and other heavy objects; gives training and work instruction to helpers; performs other assigned duties including operation of other equipment regardless of size, as directed, for collection, transfer and disposal of solid waste; makes reports concerning equipment used and repair needed.

EMPLOYMENT STANDARDS

Education and Experience: Completion of the tenth grade and two years of experience in the operation of motorized construction equipment, or an equivalent combination in which each additional two years of experience may be substituted for one year of education.

Knowledge and Abilities: Knowledge of the mechanical operation of, and skill in operating equipment listed under Examples of Duties specified above, truck-mounted snowplows, packer trucks, and similar equipment; ability to maintain and make minor repairs to equipment; ability to understand and follow written and oral instructions; willingness to do skilled work in connection with the equipment operation; willingness to perform other work related to collection and disposal of solid waste.

License or other requirements: Chauffeur's license, State of Iowa.

LIGHT EQUIPMENT OPERATOR

DEFINITION

Under general supervision, to operate the less complex motorized equipment or other equipment in solid waste collection and disposal, and to do related work as required.

DISTINGUISHING CHARACTERISTICS

This class is distinguished from Medium Equipment Operator in the type of equipment used and the lesser degree of skill required. Equipment used by Light Equipment Operators typically includes rubber tired tractors, of 50 H.P. or less, with various attachments, power spraying equipment; wheeled tractors of 75 H.P. or less, dump trucks, packer trucks, and other equipment of comparable difficulty.

EXAMPLES OF DUTIES

Operates various types of motorized equipment in performing the less complex solid waste collection and disposal work; excavates trenches; loads and unloads trucks by machine; during winter, spreads sand and salt and removes snow from landfill site and transfer site roads; assists in varied solid waste collection and disposal work; does minor servicing and maintenance on assigned equipment;; keeps mileage and service records; reports needed repairs to foremen.

EMPLOYMENT STANDARDS

Education and Experience: Any combination equivalent to completion of the tenth grade and one year of experience in the operation of motorized construction and maintenance equipment.

Knowledge and Abilities: Knowledge of the mechanical operation of, and skill in operating: rubber tire mounted tractors with various attachments, trucks, wheeled tractors; ability to maintain and make minor repairs to light equipment; ability to understand and follow written and oral instructions; willingness to perform other assigned tasks in solid waste collection and disposal work.

License or other requirements: Chauffeur's license, State of Iowa.

EQUIPMENT LUBRICATOR

DEFINITION

Under supervision, to service and lubricate mobile and semi-mobile automotive, landfill equipment and industrial equipment; and to do related work as required.

EXAMPLE OF DUTIES

Changes oil and filters; lubricates transmissions, differentials, generators, distributors and other moving parts in light and heavy automotive and landfill equipment; checks and fills master brake cylinders; lubricates, fuels and services landfill equipment in the field; drives an assigned truck, including a tow truck, to field servicing locations; keep reocrds and prepares simple reports.

EMPLOYMENT STANDARDS

Education and Experience: Completion of the tenth grade and one year of automotive and construction-type heavy equipment servicing and lubricating experience, or an equivalent combination in which each additional year of such servicing experience may be substituted for one year of education.

Knowledge and Abilities: Knowledge of the methods, materials and equipment used in the servicing and lubricating of varied automotive and construction-type heavy equipment; ability to do such lubricating and servicing without close supervision; ability to operate varied automotive and construction-type heavy equipment; mechanical aptitute; ability to keep simple records; ability to drive a truck safely and efficiently.

License or Other Requirements: A valid chauffeur's license issued by the State of Iowa.

SOLID WASTE CREW CHIEF

DEFINITION

Under general supervision, to collect solid waste from residential areas and do related work as required.

DISTINGUISHING CHARACTERISTICS

This class differs from Truck Driver and Solid Waste Collector in the responsibility which the Solid Waste Crew Chief has in managing and the safety of the collection crew with which he is associated; also in being responsible for the care and use of the equipment.

EXAMPLES OF DUTIES

Drives vehicle to and from collection route; is responsible for care and use of collection vehicle; collects and places solid waste into packer truck; drives vehicle on route; supervises Solid Waste Collectors working with him; refers to foreman any questions of householders and public about solid waste containers, kinds of solid waste collected, and solid waste regulations; cleans storage yard and restroom facilities; refers complaints to foreman; reports to foreman any unsatisfactory solid waste containers; prepares packer truck for use; cleans up solid waste spilled; picks up litter and performs other manual labor tasks at Agency landfill, transfer station, office or equipment maintenance facilities; operates equipment when needed; performs other necessary duties as directed; reports needed repairs to foreman; does minor servicing and maintenance on assigned equipment; keeps mileage and service record.

EMPLOYMENT STANDARDS

Education and Experience: Any combinations equivalent to completion of the tenth grade and two years of experience in the operation of various types of trucks.

Knowledge and Abilities: Knowledge of traffic laws as they apply to the operation of trucks and light motorized equipment; knowledge of the mechanical operation of trucks; knowledge of solid waste collection and disposal practices; ability to make repairs and adjustments to equipment; ability to follow oral and written instructions; ability to operate a variety of trucks safely and efficiently; good physical condition; willingness to perform other tasks not ordinarily assigned to crew chiefs.

License or other requirements: Chauffeur's License, State of Iowa.

TRUCK DRIVER

DEFINITION

Under immediate supervision, to operate trucks and related equipment; to assist in loading and unloading trucks; to perform related solid waste collection and disposal work; and to do related work as required.

DISTINGUISHING CHARACTERISTICS:

This class differs from Equipment Operators or Solid Waste Crew Chiefs in the type of equipment used. Truck Drivers operate various types of trucks for a greater portion of their time than do Crew Chiefs or Equipment Operators and Truck Drivers generally collect solid waste not usually placed in packer trucks.

EXAMPLE OF DUTIES

Drives a truck engaged in hauling materials, supplies and bulky solid waste; may operate tank trucks in hauling water or sprinkling roads; spreads gravel, salt, sand, oil and other materials used on roads; dumps loads; acts as swamper in loading and unloading; picks up and delivers supplies and personnel as directed; drives automatic packer truck and collects and hauls solid waste on occasion; drives truck with snow plow attachments; may operate other equipment of a comparable nature as necessary; patches roads, cleans culverts, cuts brush and performs other routine unskilled manual tasks; does minor service records; mows weeds; performs other tasks of collection, transfer and disposal of solid waste as necessary; helps with litter and vector control.

EMPLOYMENT STANDARDS

Education and Experience: Any combination equivalent to completion of the tenth grade and two years of experience in the operation of various types of trucks.

Knowledge and Abilities: Knowledge of traffic laws as they apply to the operation of trucks and light motorized equipment; knowledge of the mechanical operation of trucks; knowledge of solid waste collection and disposal practices; ability to make repairs and adjustments to equipment; ability to follow oral and written instructions; ability to operate a variety of trucks safely and efficiently; good physical condition; willingness to perform other tasks.

License or other requirements: Possession of a valid Chauffeur's license issued by the State of Iowa.

SOLID WASTE COLLECTOR

DEFINITION

Under immediate supervision, to collect solid waste from residential areas and to do related work as required.

EXAMPLES OF DUTIES

Collects and places solid waste into refuse truck; picks up containers and delivers them to refuse truck; returns containers; drives refuse truck part-time; refers to foreman any questions of householders and public about solid waste containers, kinds of solid waste collected, and solid waste regulations; cleans storage yard and restroom facilities; refers complaints to foreman; reports to foreman any unsatisfactory solid waste containers; helps crew chief prepare packer trucks for use; cleans up solid waste spilled; picks up litter and performs other duties at Agency landfill, transfer station, office or equipment maintenance facilities.

EMPLOYMENT STANDARDS

Education and Experience: Any combination equivalent to completion of the eighth grade.

Knowledge and Abilities: Ability to understand and follow written and oral instructions; ability to maintain friendly relations with the public; ability to work effectively with others in crew; ability to carry and work around solid waste materials; ability to maintain equipment used in clean condition, physical strength and endurance; ability to drive a large truck safely and efficiently; willingness to perform other tasks not ordinarily assigned to collectors.

License or other requirements: Chauffeur's license, State of Iowa.

SOLID WASTE UTILITY MAN

DEFINITION

Under direct supervision, to perform various solid waste collection and disposal tasks and to do related work as required.

EXAMPLE OF DUTIES:

Assists in all types of general duty tasks involved in collection, transfer and disposal of solid waste; loads heavy solid waste objects onto trucks; cleans transfer station; performs tasks of litter control and cleanup, vector control and fire control at landfill; assists instrument man in surveying; moves litter fence; directs traffic to active disposal area at landfill; cleans premises; plants trees.

EMPLOYMENT STANDARDS

Education and Experience: Any combination equivalent to completion of the eighth grade.

Knowledge and Abilities: Ability to read and write and to understand oral and written instructions; ability to perform heavy manual work for extended periods while being exposed to dust and inclement weather; willingness to perform all types of assigned tasks.

SOLID WASTE ATTENDANT

DEFINITION

Under general supervision, to attend gate or scales at solid waste collection or disposal facilities; to receive and account for cash and checks at a payment facility; and to do related work as required.

DISTINGUISHING CHARACTERISTICS:

This class is dinstinguished from Solid Waste Utility Man in that the Attendant will generally be employed to attend the gate or scale house at the landfill site or transfer station for collection of fees or directing of traffic, while the Solid Waste Utility Man performs labor in performing other tasks.

EXAMPLES OF DUTIES:

Attends gates and receives cash and checks at transfer station or landfill site and issues receipts; balances and lists cash received each day; directs traffic to disposal point at transfer station and landfill site; keeps scale house and premises clean and neat.

EMPLOYMENT STANDARDS

Education and Experience: Graduation from high school and two years of experience in fiscal clerical work, or any equivalent combination in which education and experience are interchangeable at the rate of one year of education for one year of experience.

Knowledge and Abilities: Knowledge of the methods and procedures usually followed in receiving and accounting for money; knowledge of general office procedures; ability to compute and make change quickly and accurately; ability to keep accurate records and accounts; ability to meet and deal with the public effectively and to maintain good relations.

DOCUMENT VI-1

CONTRACT AND AGREEMENT

This Contract and Agreement for engineering services is made and entered into this 28th day of July, 1969, by and between the Des Moines Metropolitan Area Solid Waste Agency, a public body formed through the intergovernmental cooperation act (hereinafter referred to as the "Agency") and Henningson, Durham & Richardson, Inc., a corporation incorporated under the laws of the State of Nebraska, with its principal offices located at Omaha, Nebraska (hereinafter referred to as the "Consultant") under the following terms and conditions:

1. The consultant agrees to perform the following services in connection with the implementation of a solid waste management plan.

   a. General - The purpose of the proposed services is to assist the Metropolitan Area Solid Waste Agency in establishing the system and means for implementing the transferring of the solid waste collection and disposal services from the various public entities to a centralized management agency in the interest of efficiency.

   This to be accomplished within the framework of existing laws, ordinances, rules and regulations, but with recommendations for changes found advisable set forth for improving ease of management and functioning. This to be accomplished in accordance with the participating public entities official action as to availing themselves of solid waste collection and disposal or collection or disposal.

   The services substantially consist of consultation, guidance and engineering design to assist the agency in implementing the recommendations set forth in the "Report for the Des Moines Metropolitan Area - Collection and Disposal of Solid Waste" - dated 1968. Financial aid for the referenced study and investigation was provided by the Department of Health, Education and Welfare, United States Public Health Service - Grant No. 1-DO1-UI-00060-01. The services to include:

   (1) Assistance to the Agency representatives and personnel in laying out the various phases, organizational charts, programs, duties, etc. to initiate the management plan.

   (2) Providing consultation on staffing, salary schedules, fringe benefits, personnel qualifications and developing a staffing chart. Providing final review upon completion of the details by the Agency.

(3) Updating the financial requirements in the above-referenced report based on present day and future estimates in order to determine the monetary requirements for capital improvements, operating the Agency and for the provision of the services. The estimates in the report are based on 1967 dollar values. Estimates of financing will be included based on the number of participating entities and the services desired.

Fees or charges to private collectors or large individual producers of solid waste will be estimated and considered in the income to show capabilities of financing operations and for debt service.

(4) Consulting with the Agency's personnel on organization structure (down to the recipient of the service), laws, ordinances, and rules and regulations in order to provide the engineering and technical data. Upon completion of preliminary drafts of the documents or directives, the Consultant will review them for accuracy of engineering data and technical content.

(5) Advising and consulting with the Agency's personnel on defining the functions and responsibilities of the various sections and/or departments and the final review of management lines of communications and control and the reports, directives, etc. developed for implementing and assuring continuity of solid waste services during and after the transfer of the services.

(6) Consulting and working with agency personnel in developing agency and inter-entity procedures for billing (either the entity or within the entity); on procedures for collecting the entities share of required monies and; setting up bookkeeping procedures for fiscal control. This will require working as a team with the Agency's personnel, and each entity's finance officer and/or clerk in accordance with the individual services requested. In addition to financial procedures, lines of communication will require the same development as per each participating public entity's service in order to direct communications in such a manner that each service recipient can receive instructions, information, etc. in a rapid and efficient manner. The development of these procedures will also bring out a firmer estimate of customers on which to project anticipated revenue.

(7) Assisting Agency personnel in developing a public relations program and means of keeping it updated and progressive.

(8) Assisting and advising the Agency's staff on acquisition procedures for land and equipment acquired or selected for acquisition. The consultant will assist in the selection of the sanitary landfill sites and be of service in the area of public relations to assist in options and/or acquisition of the sites.

In addition, an engineering study will be made to establish a fair value of equipment purchased from any participating public entity such as packer trucks, etc. The consultant will work with the Agency's personnel in establishing monetary requirements and procedures for payment in the interest of minimizing overall costs to the Agency.

(9) Consulting and working with theAgency's personnel in the laying out of collection routes in accordance with the participating public entities and their desire for collection services.

(10) Completing detailed plans, specifications and contract documents for developing the sanitary landfill sites, including automobile area, entrance, scales and gate house, office and personnel facilities and shop and garage facilities for routine repairs.

The services include the locations for test drilling the area/s but the cost of drilling is to be borne by the Agency.

It is understood that the necessary field information on which to design will be supplied by the Agency. This includes maps of the area to scale and with appropriate contours and elevations thereon.

(11) Assisting the Agency representatives in firming up the staffing requirements as the demonstration project develops, the detailed site design and facilities are completed and the actual numbers of employees to staff the final facilities is determined. Assistance will be provided in budgeting for the finally determined personnel and other costs and engineering estimates completed for developing budgets for future years.

(12) Assistance and consultation to the Agency's staff all during the demonstration project for documentation of the management organization, staffing, functions and preparation for operation. The final report will contain a write-up of all avenues pursued, those accepted and rejected with reasons therefore, a compilation of laws, ordinances, rules and regulations and functioning directives to serve as a manual of guidance for other areas of the nation. One hundred copies of the report will be printed and supplied to the Agency. Additional copies will be provided for the cost of printing.

(13) As the demonstration project develops and sufficient information is accumulated to warrant briefing the Agency committees and elected officials the Consultant will assist the Agency's Director in presenting the various phases of the report or briefing the Agency's representatives for him.

(14) A mutual understanding that the Consultant's personnel will assist, advise and consult to the Agency's staff and that it is not intended to do the detailed work for them except in the area of engineering design. In the areas of engineering design such as the site development, etc., the consultant will provide the engineering services in the normal engineering manner. Preliminary plans will be developed and reviewed with the Agency for agreement and then the detailed plans, specifications and bid documents prepared.

It is mutually understood that the Agency will not give the Consultant written Notice to Proceed until the Agency receives formal approval of its application for a grant of Federal funds, toward the defrayment of the costs hereof, from the Office of Solid Waste of the United States Department of Health, Education and Welfare.

2. Compensation

In compensation for all services provided under this agreement, the Consultant will be paid a lump sum of One Hundred Eight Thousand Dollars ($108,000.00) payable as follows:

a. One-fourth (1/4) upon completing 25% of the work as agreed upon with the Agency's Director.

b. An additional one-fourth (1/4) upon completing 50% of the work as agreed upon with the Agency's Director.

c. An additional one-fourth (1/4) upon completing 75% of the work as agreed upon with the Agency's Director.

d. An additional one-fourth (1/4) upon filing of the documentation report with the Agency's Director.

It is mutually agreed that payment for such services shall be from funds made available through the Office of Solid Waste of the United States Department of Health, Education and Welfare, and from amounts budgeted by the Agency, provided, however, that in the event the Agency does not receive formal approval of a grant of Federal funds from the Office of Solid Waste of the United States Department of Health, Education and Welfare, toward defrayment of the costs of this contract, on or before January 31, 1970, then this Contract and Agreement shall be void and of no effect.

It is further agreed that the Demonstration for Implementing the Management Plan may extend up to two (2) years in time.

3. Additional Services

If, however, additional services by the Consultant are required for the success of the project (such as obtaining field information on the sites) and cannot be provided by the Agency, the Consultant will provide additional services, as previously agreed upon, upon written notice by the Agency for an additional fee as follows:

> Compensation for extra services as covered by written Notice to Proceed shall be based on payroll costs times a multiplier of 2.6 plus outside expenses. Travel will be paid at twelve cents (12¢) per mile by auto and thirty-five dollars ($35.00) per hour by private single engine aircraft. Commercial travel, hotel, living expenses, supplies, etc. will be at actual cost. Invoices for additional services will be submitted to the Agency on a monthly basis as the work progresses.

4. Termination

In the event any part of the work is abandoned at any time, the Agency shall notify the Consultant in writing so the services may be discontinued. Payment for partially completed work, or abandonment of the project, shall be computed on a percentage of the work completed under each item, and payment shall be made within sixty (60) days after presentation to the Agency of an invoice for the partially completed work. The Ownership of the work completely or partially completed at the time of such termination or abandonment shall be retained by the Agency.

5. General

All invoices for engineering services shall be paid within thirty (30) days after date of invoice and if not then paid shall draw interest at the rate of six percent (6%) per annum until paid from date of invoice. Payment may be made in cash or by issuance of registered interest bearing warrants.

"Payroll" cost is defined as salary cost adjusted for sick leave, vacation and holiday pay, plus unemployment taxes, social security, workman's compensation, retirement, medical and life insurance benefits.

The Consultant's services do not include the testing of materials such as concrete, reinforcing steel, soil testing, test drilling, etc., as these are services rendered by commercial testing laboratories. The services do not include the establishing of property corners.

Entered into at Des Moines, Iowa, by and between the below signed parties.

HENNINGSON, DURHAM & RICHARDSON, INC.

By Paul Bolton
Paul Bolton, P.E.

Approved:
Robert L Reins
R. L. Reins, Sr. Vice President

Attest:
Helen M. Barlow

METROPOLITAN AREA SOLID WASTE AGENCY
DES MOINES, IOWA

By Charles O. VanderLinden Jr.
Title Chairman

Form Approved:

Asst Corporation Counsel

DOCUMENT VI-2

December 8, 1969

Mr. Robert C. Porter, Director
Des Moines Metropolitan Area
Solid Waste Agency
1705 High Street
Des Moines, Iowa

Dear Mr. Porter:

We have been advised that the Des Moines Metropolitan Area Solid Waste Agency is contemplating the acquisition of certain properties both real and personal for the construction of sanitary landfill facilities and the collection of solid waste within the Des Moines Metropolitan Area. We further understand that to finance these improvements and acquisitions the Agency is considering the employment of financial consultants specializing in the development and marketing of revenue bonds and to advise and counsel the Agency with respect to this financing.

We propose to assist the Agency as follows:

1.) We will develop with you and your engineers and attorneys a financing plan to carry out your desired goals either within the framework of existing laws of the State of Iowa or within new legislation to be developed and presented for adoption to the Iowa Legislature.

2.) Following the development of the financing program we will meet with you at convenient meetings to make the program known and accessible to all your members.

3.) If new legislation is required we will use our best efforts to contact members of the Iowa legislature to secure its timely adoption.

4.) We will analyze engineer's reports on estimated annual requirements of the Agency and make recommendations as to the extent to which supplemental secuirty for the bonds appears necessary or advisable to assure a favorable marketing of the Agency's bonds.

5.) We will outline the requirements for financing purposes of operating agreements, construction contracts and other legal proceedings incident to the Agency's marketing on favorable terms of the Agency's bonds.

6.) We will develope and present specific recommendations as to the Agency's bond issue, including revenue flows, issuance of additional bonds, sinking funds, maturity schedules, call features, security provisions and protective and other covenants to be included within the Agency's bond resolution.

7.) We will assist the Agency in drafting its official statement in connection with its financing and enumerate the statistical material, summary of engineers findings and reports, legal opinions and other pertinent data to be included as addenda to the official statement.

8.) We will confer with Moody's Investors Service and if requested by you, Standard and Poors Corporation with respect to their assignment of favorable investment ratings on the Agency's bonds and in connection therewith will present to them relevant data and information sufficiently in advance of the marketing of the bonds to permit the rating services to evaluate and rate the bonds prior to their offering. If Standard and Poor's Corporation is to be contacted their usual fee of $.50 per $1,000 of bond issue offered will be paid by the Agency.

9.) We will recommend the time when we feel the sale or sales of bonds should be scheduled based on our experience in the municipal financing field and upon approval by the Agency will prepare and distribute copies of the official statement to investment bankers and other potential institutional investors as will best serve the needs of the Agency. The costs of preparation and distribution of the official statement will be considered the responsibility of the Carleton D. Beh Co.

To carry out the services as herein outlined we will utilize the services of several of our staff who have had substantial experience in bond issues of this type. Chief among these will be the following:

Carleton D. Beh. Jr., Vice President
Robert James Beh, Vice President
Gene Strandberg, Treasurer

Carleton D. Beh, Jr., BA, LLD, will work with the Agency in the field of legislation, will coordinate with designated Bond Counsel in litigation if required and will be primarily responsible for overall development of the basic financial program, research, preparations of cash flows, bond resolutions requirement and preparation of official statement.

Robert James Beh, BA, will work with the Agency in the field of market analysis making recommendations as to bond sale timing and probable market reception.

Gene Strandberg, BBA, CPA, will coordinate the numerical presentation involved in all aspects of financial programming and bond retirement particulars.

All of these representatives of the Carleton D. Beh Co. reside in Des Moines, Iowa, and will call upon all other members of our staff to counsel with them on matters relating to the Agency's bond issue.

We are to be paid a fee based on the services performed as financial consultant at an annual rate of $2,500.00 payable in installments of $1,250 semiannually beginning June 1, 1970. To the extent that travel outside the State of Iowa is required detailed out-of-pocket expenses will be presented monthly to the Agency for reimbursement. Such out-of-pocket expenses will be considered as an additional fee. When and as bond issues are formalized and developed and the official statements are prepared and distributed and the bonds of the Agency are sold at competitive sale and delivered, we will be paid an additional fee of $2.50 per $1,000 par value of bonds so delivered. At the competitive sale the Carleton D. Beh Co. will participate in one of the bidding accounts unless the Agency indicates that they would prefer to have the Carleton D. Beh Co. abstain. Should the Agency elect to negotiate the sale of its bond issue or issues with the Carleton D. Beh. Co., as principal the fee above referred to relating to a payment of $2.50 per $1,000 will be waived. Should the Agency elect to negotiate the sale of its bond issue or issues to other institutional investors or to a group of investment bankers with the Carleton D. Beh Co. acting as agent for the Agency the fee above referred to relating to a payment of $2.50 per $1,000 will be paid the Carleton D. Beh Co., upon the delivery of the bonds so negotiated. If the bonds are not issued only the basic consultant fee will be due the Carleton D. Beh Co.

This agreement shall be in effect for a period of 24 months from its date of acceptance and shall be automatically extended from month to month thereafter as may prove necessary to complete the financing. Should the financing be completed in less than 24 months this agreement will be automatically terminated by the completion of the project unless extended by mutual agreement of the parties.

Your acceptance of this proposal shall be evidenced by your execution of the acceptance clause below on the enclosed copy hereof and delivery of it to us.

Respectfully submitted,
CARLETON D. BEH CO.

By______________________________
Carleton D. Beh Jr.
Vice President

The foregoing offer is hereby accepted for and on behalf of the Des Moines Metropolitan Area Solid Waste Agency this__________day of ____________,1969, pursuant to resolution duly adopted.

DES MOINES METROPOLITAN AREA SOLID WASTE AGENCY
By______________________________

Attest:

By______________________________
Secretary

DOCUMENT VI-3

ACCOUNTING MANUAL
for the
DES MOINES METROPOLITAN AREA SOLID WASTE AGENCY

ACCOUNT NUMBERING SYSTEM

The account number is designed to:

(1) Provide a short and accurate cross-reference between bookkeeping entries.

(2) Assist in identifying an account, and provide a concise method of referring to it.

(3) Assist the bookkeeper in determining the relative sequence among accounts.

(4) Assist in a future conversion to electronic data processing, if this endeavor is undertaken.

The account number consists of six digits. The first identifies the section of the ledger in which an account is carried:

0 - Current Assets
1 - Fixed Assets
2 - Other Assets
3 - Current Liabilities
4 - Long-term Liabilities
5 - Other Liabilities
6 - Revenue Accounts
7 - Expense Accounts
8 - Equity Accounts
9 - Unassigned

The second and third digits, always used together, identify the individual ledger account. This series of numbers can begin with "00" and end with "99" in each numbered section of the ledger, providing for 100 accounts in each section. Accounts with different second and third digit numbers are completely independent of each other. Accounts with "00" second and third digit combinations are either control accounts, or accounts with no subsidiary. If two or more accounts have the same second and third digit combinations, one of the accounts must be a control account, and the remaining account(s) will be subsidiary.

The fourth and fifth digits also are always used together, and they identify subsidiary accounts, of which the balances add to equal a controlling account balance. A controlling account will have fourth and fifth digits of "00" and all accounts subsidiary to it will have the same second and third digits as the controlling account. The subsidiary accounts can have fourth and fifth digits beginning with "01" and ending with "99", providing for up to 99 subsidiaries with each account. Note that an account may have second and third digits of "00" and still have no subsidiary accounts. If subsidiary accounts do exist, however, their fourth and fifth digit combination cannot be "00", and their second and third digits will be the same as their controlling account.

The sixth digit, which is independent of all others, identifies accounts that pertain to certain parts of the Agency's operations, as follows:

0 - Entire agency, or unspecified components thereof
1 - Agency Main Office
2 - Collection Division
3 - Disposal Division, except Transfer Station
4 - Transfer Station

The sixth digit may be used on either an independent account, a controlling account, or a subsidiary account.

Generally, any account should be carried in the general or subsidiary ledgers in strict numberical sequence. If an account has no subsidiary accounts, and is not applicable to any specific part of the agency, only the first three digits are necessary. The others, if used, should be zeroes.

As an example, consider account number "033000." The first digit, "0", tells that this account is a current asset. The second and third digits, "33", tell where in the sequence of current asset accounts this account is carried. The fourth and fifth digits, "00", tell that this account is independent, and that it is either a controlling account or it has no subsidiary accounts. To determine whether or not it has subsidiary accounts it would be necessary to find out if there are any other accounts with the same second and third digit combination. The sixth digit, "0", tells that this account is applicable to no particular part of the agency. It may, however, have subsidiary accounts that are so applicable.

Originally, account numbers were assigned so that accounts could be added in any desired place in the sequence of accounts. That is, numbers were assigned so that a block of unassigned possibilities exist between any two accounts.

CHART OF ACCOUNTS

Titles of control accounts are listed entirely in capital letters. Titles of subsidiary accounts, if assigned, are in lower case with initials only capitalized. Titles of major balance sheet sections are not numbered, are listed entirely in capitals, and are underlined.

To add accounts to the chart, simply refer to the section of this manual which describes the numbering system, and assign an appropriate number. Then, insert the new number and title in the proper numerical sequence. If space is unavailable, one or more pages should be retyped. The new pages should be inserted in sequence, and the old ones removed from the manual.

To delete an account, draw a single line through its title number on the chart.

Wherever reference is made to "Disposal Division" in an account title it is understood to mean "Disposal Division, except Transfer Station." Reference to "Agency" in an account title is understood to mean "Agency Main Office."

CURRENT ASSETS

- 001000 CASH
  - 001010 Cash - Operating Funds
  - 001020 Petty Cash
  - 001030 Cash - Grant Funds
  - 001040 Cash - Payroll Account

GENERAL NOTE - RECIEVABLES: Subsidiary accounts should be maintained so as to identify each debtor or obliged party.

- 005000 MEMBERSHIP ASSESSMENTS RECEIVABLE
- 009000 SPECIAL APPROPRIATIONS RECEIVABLE
- 011003 DISPOSAL FEES RECEIVABLE
- 013000 INDIVIDUAL ASSESSMENTS RECEIVABLE
- 017000 ESTIMATED UNCOLLECTIBLE ASSESSMENTS
  NOTE: This account will normally have a credit balance, and it should be deducted from the appropriate assessment receivable account(s).
- 025000 OTHER ACCOUNTS RECEIVABLE
- 029000 ESTIMATED UNCOLLECTIBLE RECEIVABLES
  NOTE: This account normally will have a credit balance, and it should be deducted from the balance of account # 025000.
- 033000 INVESTMENTS
  NOTE: A separate investments register is recommended in lieu of subsidiary accounts.

- 103000 LAND
  - 103011 Land - Agency
  - 103022 Land - Collection Division
  - 103033 Land - Disposal Division
  - 103044 Land - Transfer Station
- 106000 BUILDINGS
  - 106011 Buildings - Agency
  - 106022 Buildings - Collection Division
  - 106033 Buildings - Disposal Division
  - 106044 Buildings - Transfer Station
- 107000 *ALLOWANCE FOR DEPRECIATION - BUILDINGS
  - 107011 *Allowance for Depreciation - Agency Buildings
  - 107022 *Allowance for Depreciation - Collection Division Buildings
  - 107033 *Allowance for Depreciation - Disposal Division Buildings
  - 107044 *Allowance for Depreciation - Transfer Station Buildings
- 109000 OTHER IMPROVEMENTS
  - 109011 Other Improvements - Agency
  - 109022 Other Improvements - Collection Division
  - 109033 Other Improvements - Disposal Division
  - 109044 Other Improvements - Transfer Station
- 110000 *ALLOWANCE FOR DEPRECIATION - OTHER IMPROVEMENTS
  - 110011 *Allowance for Depreciation - Other Improvements - Agency
  - 110022 *Allowance for Depreciation - Other Improvements - Collection Division
  - 110033 *Allowance for Depreciation - Other Improvements - Disposal Division
  - 110044 *Allowance for Depreciation - Other Improvements - Transfer Station

- 112000 MACHINERY AND EQUIPMENT
  - 112011 Machinery and Equipment - Agency
  - 112022 Machinery and Equipment - Collection Division
  - 112033 Machinery and Equipment - Disposal Division
  - 112044 Machinery and Equipment - Transfer Station

113000		*ALLOWANCE FOR DEPRECIATION - MACHINERY AND EQUIPMENT
	113011	*Allowance for Depreciation - Machinery and Equipment - Agency
	113022	*Allowance for Depreciation - Machinery and Equipment - Collection Division
	113033	*Allowance for Depreciation - Machinery and Equipment - Disposal Division
	113044	*Allowance for Depreciation - Machinery and Equipment - Transfer Station
115000		FURNITURE AND FIXTURES
	115011	Furniture and Fixtures - Agency
	115022	Furniture and Fixtures - Collection Division
	115033	Furniture and Fixtures - Disposal Division
	115044	Furniture and Fixtures - Transfer Station
116000		*ALLOWANCE FOR DEPRECIATION - FURNITURE AND FIXTURES
	116011	*Allowance for Depreciation - Furniture and Fixtures - Agency
	116022	*Allowance for Depreciation - Furniture and Fixtures - Collection Division
	116033	*Allowance for Depreciation - Furniture and Fixtures - Disposal Division
	116044	*Allowance for Depreciation - Furniture and Fixtures - Transfer Station
118000		CONSTRUCTION IN PROCESS
	118011	Construction in Process - Agency
	118022	Construction in Process - Collection Division
	118033	Construction in Process - Disposal Division
	118044	Construction in Process - Transfer Station

* Indicates a reserve for depreciation account (credit balance) which should be deducted from the corresponding asset account in the presentation of statements.

OTHER ASSETS

205000	INVENTORY OF MATERIALS AND SUPPLIES
210000	PREPAID EXPENSES
215000	DEVELOPMENT EXPENSES
220000	ACCRUED MEMBERSHIP ASSESSMENTS
225000	ACCRUED INTEREST ON SECURITIES PURCHASED
285000	UNCLASSIFIED DEBITS

CURRENT LIABILITIES

GENERAL NOTE: Subsidiary accounts should be maintained for each creditor or other obligee.

305000	VOUCHERS PAYABLE
310000	UNAUDITED ACCOUNTS PAYABLE
315000	NOTES PAYABLE
320000	CONTRACTS PAYABLE
325000	DUE TO OTHER GOVERNMENTAL UNITS
330000	OBLIGATIONS UNDER GRANTS
335002	COLLECTION ASSESSMENTS COLLECTED IN ADVANCE
340003	DISPOSAL FEES COLLECTED IN ADVANCE
345000	OTHER INCOME COLLECTED IN ADVANCE
350000	ACCRUED EXPENSES
355000	PAYROLL TAXES OR OTHER CONTRIBUTIONS RETAINED

LONG-TERM LIABILITIES

410000	CONTRACTS PAYABLE - LONG TERM
420000	NOTES PAYABLE - LONG TERM
430000	OBLIGATIONS UNDER GRANTS - LONG TERM

OTHER LIABILITIES

GENERAL NOTE: Subsidiaries should be maintained so as to identify each grant.

510000	UNEXPENDED GRANT FUNDS
520000	OPERATING EXPENSES PAID FROM GRANT FUNDS
530000	FIXED ASSET INVESTMENTS FROM GRANT FUNDS
540000	DEVELOPMENT EXPENSES PAID FROM GRANT FUNDS
550000	OTHER EXPENDITURES OF GRANT FUNDS
590000	UNCLASSIFIED CREDITS

REVENUE ACCOUNTS

GENERAL NOTE: Subsidiaries should be maintained as desired for accumulation of management information.

610002	COLLECTION REVENUE	
620003	DISPOSAL REVENUE	
	NOTE: Subsidiaries for each disposal site are recommended.	
630000	OTHER REVENUE	
	630010	Interest on Investments
	630020	Billing Fees
	630030	Recoveries of Charged-Off Receivables
	630040	Unclassified Revenue

EXPENSE ACCOUNTS

GENERAL NOTE: Subsidiaries should be maintained for each of the four principal organizational components

703000	SALARIES AND WAGES
706000	PAYROLL TAXES AND CONTRIBUTIONS
709000	PROFESSIONAL FEES
712000	HEATING AND LIGHTING
715000	WATER
718000	TELEPHONE AND TELEGRAPH
721000	POSTAGE
724000	PRINTING AND BINDING
727000	ADVERTISING AND PUBLIC RELATIONS
730000	SUBSISTENCE AND LODGING
733000	PERSONAL TRANSPORTATION FARES
736000	INSURANCE
739000	RENT
742000	VEHICULAR REPAIR AND MAINTENANCE
745000	VEHICULAR LUBRICATION
748000	VEHICULAR FUEL
751000	VEHICULAR STORAGE AND PARKING
754000	CHEMICALS AND LABORATORY SUPPLIES
757000	MEDICAL SUPPLIES AND EXPENSES
760000	BUILDING SUPPLIES AND EXPENSES
763000	OFFICE SUPPLIES AND EXPENSES
766000	INTEREST PAID
769000	DEPRECIATION - BUILDINGS
772000	DEPRECIATION - OTHER IMPROVEMENTS
775000	DEPRECIATION - MACHINERY AND EQUIPMENT
778000	DEPRECIATION - FURNITURE AND FIXTURES
781000	UNCOLLECTIBLE RECEIVABLES
784000	UNCLASSIFIED EXPENSES

EQUITY ACCOUNTS

820000	NET EQUITY	
	820020	Equity from Operations
	820040	Equity from Grants
	820060	Other Equity

CURRENT ASSETS

GENERAL NOTE: Accounts in this section normally carry debit balances, with the exception of allowances for uncollectible assessments or receivables, which are normally credit balance accounts. A "current" asset is defined here as an asset expected to be converted into cash within one year.

001000 CASH: Control account reflecting the sum total of all cash, whether in kind or represented by bank deposits, that is available to the Agency. Subsidiary accounts should be maintained for each bank account and each separate petty cash account. Subsidiary petty cash accounts should be maintained on the imprest basis.

GENERAL NOTE - RECEIVABLES: Each receivable control account is intended to show the total of a certain class of receivable. Subsidiary accounts should identify each obligor. If more than 99 debtors are expected in any one class of receivables, a departure from the numbering system is recommended, rather than an expansion of it. Separate ledgers should be maintained for the subsidiaries to any highly active account.

For the presentation of financial statements, the balance of the receivable account should be shown gross, with the corresponding "estimated uncollectible" balance (if any) appended as a deduction. The net thereof should be entered into the column of figures leading to total assets.

005000 MEMBERSHIP ASSESSMENTS RECEIVABLE: Regular assessments, for operating purposes, to the member municipalities, including but not limited to assessments made under provisions of Section VII. 4. of the Intergovernmental Agreement.

009000 SPECIAL APPROPRIATIONS RECEIVABLE: Special appropriations due to the Agency under provisions of Section VII. 5. of the Intergovernmental agreement.

011003 DISPOSAL FEES RECEIVABLE: The sum of all receivables generated by the granting of credit for disposal privileges at any of the Agency's sites. No amount billable as a membership assessment should be included.

013000 INDIVIDUAL ASSESSMENTS RECEIVABLE: Amounts due from individuals for services under the provisions of Section V. (u) of the Intergovernmental Agreement. This account will not be used unless a member municipality exercises the option for Agency billing available according to that section. This account represents amounts receivable from individuals only, and for collection and disposal services only. Other receivables from individuals should be charged to account # 025000. A subsidiary account should be maintained for each individual. It is anticipated that the number of such subsidiary accounts will exceed the capacity of the numbering system, which is 99 subsidiaries for each controlling account. It is recommended that these subsidiary accounts be filed in a separate ledger by municipality, and either alphabetically or by address within municipality.

017000 ESTIMATED UNCOLLECTIBLE ASSESSMENTS: This account, with a credit balance, represents an estimate of the percentage of assessments for Agency services that will ultimately prove uncollectible. The percentage is determined by Agency management based on experience and a conservative appraisal of future collection capability. It is anticipated that the major portion of uncollectible receivables will arise from individual assessments (account # 013000) and from disposal fees (account # 011000), but if management determines that a portion of the membership assessments (accounts # 005000 and # 009000) will be uncollectible, then other accounts subsidiary to # 017000 would be appropriate.

The gross amount of receivables are debited to the appropriate account without regard to collectibility, and all are retained there until each receivable is either paid or determined specifically to be uncollectible. The "estimated uncollectible" account is originally created and periodically replenished by crediting in amounts representing estimated uncollectible as determined by management. The offsetting debts are to the Uncollectible Receivables Expense account (# 781000). This estimate and entry should be made each operating period before expenses are closed, and should be based on receivables generated during that period.

When any specific receivable is actually found to be uncollectible, it should be removed from its receivable asset account by means of a credit entry. The offsetting debit is to the "estimated uncollectible" account, and has the effect of reducing the allowance available for future uncollectibles. A receivable so charged off the books that is collected at some later date is recovered on the books by debiting cash and crediting the "Recoveries of Charged-off Receivables" (# 630030) account with the amount of the recovery.

If the "estimated uncollectible" account is found to be either excessive or insufficient, current estimates of Uncollectible Receivables Expense should be adjusted. Sufficient provisions of funds should be made in the "estimated uncollectible" account so that a balance always exists large enough to provide for current charge-offs from receivables.

021003 DISPOSAL FEES RECEIVABLE: Represents the total amount owed the Agency for disposal of waste at any of the Agency's sites by patrons who are not billed for a combination of collection and disposal services through member municipalities. Subsidiary accounts should be maintained for each debtor.

022000 DUE FROM OTHER GOVERNMENTAL UNITS: Represents the aggregate of any amount, due from a governmental unit, and not qualifying as any other type of receivable.

025000 OTHER RECIEVABLES: Any receivables which do not qualify for inclusion in any other account will be included here, with subsidiary accounts necessary to identify obligors.

029000 ESTIMATED UNCOLLECTIBLE OTHER RECEIVABLES: The title of this account explains its purpose; it relates specifically to account # 025000. For procedural aspects, refer to the description of account # 017000.

033000 INVESTMENTS: The total book value of all investments of surplus Agency funds. If all investments are in short term, high grade securities, they are includable as current assets. Otherwise, a corresponding account should be added under "OTHER ASSETS." A securities register should be maintained to identify each individual issue. Securities register should be maintained to identify each individual issue. Securities purchased at a premium or discount are recorded at acquisition cost, with the premium or discount spread over the life of the issue by debits or credits to investment income, with offsetting entries to the Investments account.

FIXED ASSETS

GENERAL NOTE - FIXED ASSETS: This group of debit-balance accounts represents the value of tangible and durable assets, not directly consumed in operations, and having an expected life of several accounting periods. Expendable supplies are excluded, although their values may, in some cases, be transferred to fixed asset accounts if they are used in the fabrication of a fixed asset. Account titles are, in general, explanatory of the items to be included.

"Allowance for Depreciation" accounts represent the cumulative estimate by management of the portion of the asset's original cost that has been depreciated to date. These accounts carry credit balances, and are increased by offsets from periodic debits to corresponding expense accounts. When an asset is disposed of, the portion of the "allowance" account applicable to it is closed into the fixed asset account, and the net remaining will be the net book value of the asset. Gain or loss on asset disposals are offset in the "Unclassified Revenues" account (# 630040), if infrequent. Otherwise, a new account for that purpose should be added.

For presentation of financial statements, the balance of "allowance" accounts are appended as a deduction to the gross cost of the corresponding asset. The net thereof is entered into higher-order totals.

Descriptions of subsidiary accounts are omitted in view of the generally self-explanatory titles. Subsidiary accounts should be employed as necessary to identify the assets and depreciation allowances applicable to each major organizational subdivision.

103000 LAND: The cost of ground owned by the Agency, exclusive of the value of any improvements. These values will not ordinarily be subject to depreciation.

100600 BUILDINGS: (See # 107000 below)

107000 ALLOWANCE FOR DEPRECIATION - BUILDINGS: The cost of buildings owned by the Agency on its own land, and buildings constructed as leasehold improvements on other land; the "allowance" account reflects the accumulated depreciation.

109000 OTHER IMPROVEMENTS: (See # 110000 below)

110000 ALLOWANCE FOR DEPRECIATION - OTHER IMPROVEMENTS: The cost and corresponding depreciation of any long-term improvement, other than buildings, such as permanent fences, concrete edifices, storage tanks, etc.

112000 MACHINERY AND EQUIPMENT: (See # 113000 below)

113000 ALLOWANCE FOR DEPRECIATION - MACHINERY AND EQUIPMENT: The cost and corresponding depreciation of machinery and equipment used in the Agency's operaions of collecting and disposing of waste. Excluded are furniture, and any fixtures not directly related to these operations. Included are all waste collection and disposal machines, vehicles, including agency-owned passenger automobiles, and office or business machines.

115000 FURNITURE AND FIXTURES: (See # 116000 below)

116000 ALLOWANCE FOR DEPRECIATION - FURNITURE AND FIXTURES: The cost and corresponding depreciation of office furniture, and fixtures not directly relating to the Agency's operations.

118000 CONSTRUCTION IN PROCESS: The accumulated cost of assets converted or transferred to a fixed asset in the process of construction. This account is intended as a temporary repository for costs of uncompleted construction until the project is completed. Unless construction is unduly delayed, assets carried in this account will not normally be subject to depreciation. Upon completion of construction, the carrying value should be transferred with a credit to this account and a debit to some fixed asset account. Subsidiary accounts for principal organizational subdivisions should be used.

OTHER ASSETS

205000 INVENTORY OF MATERIALS AND SUPPLIES: Total acquisition cost of materials and supplies not yet committed or allocated. As supplies are issued, this account should be credited and an expense account debited.

210000 PREPAID EXPENSE: The portion of any expense, other than those applicable to account # 205000 (above), which is applicable to a future accounting period. An example would be the portion of a three-year license fee applicable to the second and third years, which would be carried in this account during the first year's operation. In each of the second and third years a corresponding portion would be transferred to an expense account.

215000 DEVELOPMENT EXPENSES: A temporary repository for expenses, tangible or otherwise, associated with any project (other than fixed asset construction) while uncompleted but in process. As an example, consider the costs of a feasibility study for a program ultimately applicable to a specific division of the Agency. If the program is determined to be feasible, the costs of the study will be charged to the Division concerned. If it is found infeasible, however, and the project is abandoned, management may elect to allocate the cost over the entire Agency's operations. It should also be noted that this account is appropriate for developmental expenses made over the course of more than one accounting period. This is contrasted with the regular expense accounts, which are routinely closed at the end of each accounting period.

220000 ACCRUED MEMBERSHIP ASSESSMENTS: As the Agency operates, an implied right to receive income is created simultaneously with the rendering of services by the Agency. If no provisions exist for either collecting the income or billing or assessing a receivable until a later date, the Agency would be justified in recognizing these earnings by crediting income accounts with a reasonably accurate estimate of accrued earnings. However, since no cash is collected and no receivable can be created until the billing period ends, the offsetting debit can be to neither cash nor any receivable. These debits are accumulated in "accrual" accounts, and specifically in this account when the income being accrued is to be realized through membership assessments. When the assessment liability to a member is recognized, the amount of the assessment is debited to the receivables account, and a credit for the same amount is made to the accrual account. If any balance, either debit or credit, remains in the accrual account, it is closed into an income account as a correction of the original estimate of accrued income. Unless an unduly large balance remains in the accrual account, such closings may be delayed until the end of an accounting period.

225000 ACCRUED INDIVIDUAL ASSESSMENTS: Procedural aspects are identical to those of account # 220000, except that this account is intended for accruals of income ultimately realizable through assessments of individuals billed by the Agency under provisions of Section V. (u) of the Intergovernmental Agreement.

230000 ACCRUED INTEREST ON SECURITIES PURCHASED: This account receives the debit for the amount paid by the Agency to the seller of an investment security (bought by the Agency) for interest accrued to the seller since the most recent interest-paying date. This amount will be carried in this account until the Agency receives its next interest on the investment in question. At that time this account is closed into interest income. If any appreciable volume of relatively small amounts were involved, closing could be delayed until the end of an accounting period.

285000 UNCLASSIFIED DEBITS: This account is intended to receive any debit qualifying under these requirements:

(1) The debit is not accurately described by any other account title.

(2) It is both insignificant in amount and infrequent in occurance, therefore failing to justify the addition of an appropriately-titled account to the chart.

As implied above, if the addition of an account to the chart to provide for an unforeseen or unusual situation will materially enhance the accuracy and fairness of the books, it should be done. The "Unclassified Debits" account should be used very little.

CURRENT LIABILITIES

GENERAL NOTE - CURRENT LIABILITIES: These accounts normally carry credit balances. Any liability, to be considered "current", should be due for payment within one year. Descriptions of subsidiary accounts are omitted, but sufficient subsidiaries should be maintained to identify each creditor in each account.

305000 VOUCHERS PAYABLE: The total of accounts payable, not evidenced by notes or contracts, that have been examined and duly approved for payment by the proper authority as designated by management. Payment is expected to occur within a short period of time.

310000 UNAUDITED ACCOUNTS PAYABLE: The total of all obligations which are expected to qualify for inclusion in account # 305000, but nevertheless have not yet been properly approved. When approved, these obligations may either be paid immediately, or transferred to account # 305000 for subsequent payment.

315000 NOTES PAYABLE: The total of current liabilities evidenced by promissory notes.

320000 CONTRACTS PAYABLE: Current liabilities under the terms of a specific contract.

325000 DUE TO OTHER GOVERNMENTAL UNITS: Current obligations to any unit of government which are not accurately described by other account titles.

330000 OBLIGATIONS UNDER GRANTS: Any obligations incurred under the terms of grants-in-aid; this account should take priority over other account titles which might also apply, so that separate accounting for grant funds is facilitated.

335000 COLLECTION ASSESSMENTS COLLECTED IN ADVANCE: The total of collection assessments already collected, but for which no services have yet been rendered. As services are rendered, proportionate amounts should be removed from this account and transferred to the appropriate income account(s).

340000 DISPOSAL FEES COLLECTED IN ADVANCE: Procedural aspects are identical to those of account # 335000, except for the nature of the services provided, as indicated by the account title, and the corresponding income accounts to which advance collections are ultimately transferred.

345000 OTHER INCOME COLLECTED IN ADVANCE: Procedural aspects are identical to those of account # 335000, except for the nature of the services provided, as indicated by the account title, and the corresponding income accounts to which advance collections are ultimately transferred.

350000 ACCRUED EXPENSES: Refer to the description of account # 220000 for procedural aspects of accruals. The accrual of expense items, i.e., the recognition of expenses incurred but not paid, is similar to the accrual of income except that debit-credit relationships are reversed. Subsidiaries should accurately identify the actual expense accrued.

355000 PAYROLL TAXES OR OTHER CONTRIBUTIONS RETAINED: If employees are paid, and the transaction includes a debit to the PAYROLL TAXES AND CONTRIBUTIONS account (# 706000), and a remittance for employee benefits is not made immediately to the appropriate governmental unit, insurance company, or other interested party, a credit should be made to this account to record the liability for later remittance. This account is debited on remittance, or official recognition of a voucher payable.

LONG-TERM LIABILITIES: Specific account descriptions are omitted in cases in which a similar or corresponding account is described under "CURRENT LIABILITIES." In these cases, the long-term accounts merely reflect obligations, or portions thereof, maturing more than one year in the future. Adjustments between long-term and current liabilities are made by transfers at the ends of accounting periods.

OTHER LIABILITIES

GENERAL NOTE - OTHER LIABILITIES: These accounts, normally with credit balances, reflect liabilities for which the distinction of current vs. long-term is either impossible, inaccurate, or irrelevent. If however, an account under current liabilities appears to be applicable to a transaction, and doubt only exists as to the time element of maturity of the liability, it should be included in the current category in the interests of conservatism.

Subsidiaries, although not described here, should be made so as to identify each creditor or guarantor.

510000 UNEXPENDED GRANT FUNDS: This account is credited in the amount that a grantor remits to the Agency, at the time of receipt of grant funds. The offsetting debit is to a cash account. As grant funds are expended, transfers should be made to accounts numbered 520000, 530000, 540000, 550000, or any other account added to the chart to record the purpose of grant fund expenditures. At any time this account and its subsidiaries (if any) should show the total of all grant funds remaining and not spent. Note that each transaction involving grant funds requires two distinct entries: one to record the receipt of cash to a current asset account and another to adjust the relationship between grant funds expended and unexpended. Refer to the description of "grant funds expended" accounts, which follows:

520000 OPERATING EXPENSES PAID FROM GRANT FUNDS: (See # 550000 below)

530000 FIXED ASSET INVESTMENT FROM GRANT FUNDS: (See # 550000 below)

540000 DEVELOPMENT EXPENSES PAID FROM GRANT FUNDS: (See # 550000 below)

550000 OTHER EXPENDITURES OF GRANT FUNDS: Refer to the description of account # 510000. These accounts receive transfers from that account, and are intended to identify grant fund expenditures by broad category. Subsidiaries should be sufficient to identify each grant, and entry descriptions and/or numerical cross-reference should be sufficient to trace individual expense items to a specific grant and vice versa.

At the close of an accounting period these accounts will reflect the extent to which grant funds have enhanced the Agency's operations in that period. When these accounts are closed into # 820040, "Equity from Grants", that account will reflect the cumulative effect of grants-in-aid.

590000 UNCLASSIFIED CREDITS: Refer to the description of account # 285000. Procedural aspects are identical, except that this account is intended to provide for similar situations concerning credits, instead of debits.

REVENUE ACCOUNTS

GENERAL NOTE - REVENUE ACCOUNTS: These accounts, normally with credit balances, reflect the accumulation of income during an accounting period. At the end of an accounting period revenue accounts will be closed into account # 820020, "Equity from Operations", unless exceptional circumstances justify the use of "Other Equity", (# 820060).

Subsidiary accounts should be maintained so as to provide management information of maximum value.

Revenue account balances and their total should be retained for statement presentation as an addend to the before-closing "Equity from Operations" balance. The expenses accumulated during the period are shown as deductions from the income items.

Refunds, error corrections, or any other such transactions that directly reduce revenue, should be shown as debits to income accounts - not as increments to expense accounts.

610000 COLLECTION REVENUE: Income derived from the collection of solid waste, as opposed to the disposal thereof. Subsidiaries should be maintained so as to identify the sources of income by municipality.

620000 DISPOSAL REVENUE: Income derived from the disposal of solid waste. Subsidiaries should be maintained for each disposal site, and for each member municipality which is billed either wholly or partially for disposal services.

630000 OTHER REVENUE: (See # 630040 below)

630010 Interest on Investments: (See # 630040 below)

630020 Billing Fees: (See # 630040 below)

630030 Recoveries of Charged-Off Receivables: (See # 630040 below)

630040 Unclassified Revenue: This account and its subsidiaries describe income not directly related to the Agency's principal functions of collection and disposal. The "unclassified" account may be used for small and infrequent items which are not accurately described under other titles.

EXPENSE ACCOUNTS

GENERAL NOTE - EXPENSE ACCOUNTS: Analogous to income accounts (above), expense accounts are temporary repositories for accounting information. The amounts of expenses paid or accrued are accumulated, shown in statement form as deductions from income, with the net thereof an addend to the before-closing balance of "Equity from Operations" (# 820020). The final sum should equal the after-closing balance of account # 820020, into which expense accounts are ultimately closed.

Although expense accounts normally carry debit balances, they are carried in this section of the ledger due to convenient association with income and surplus accounts.

Refunds, or other transactions which reduce expenses, should be treated as credits or reversals in expense accounts, not as increments to income.

Subsidiaries are not described, inasmuch as subsidiaries to each account will be required in order to isolate the costs of operation of the Agency Main Office, the Collection Division, the Disposal Division (less Transfer Station), and the Transfer Station itself. These subsidiaries should immediately receive directly applicable expenses, and ultimately in each accounting period their proportionate share of overhead-type expenses will be transferred to them.

736000 INSURANCE: The portion of any insurance premium applicable to the current accounting period is debited here.

739000 RENT: Rent for buildings, grounds, or collection, disposal, or transfer equipment. Rent for other items, such as office equipment, should be debited to the appropriate descriptive account - OFFICE SUPPLIES AND EXPENSE in the case of this example.

742000 VEHICULAR REPAIR AND MAINTENANCE: (See # 751000 below)

745000 VEHICULAR LUBRICATION: (See # 751000 below)

748000 VEHICULAR FUEL: (See # 751000 below)

751000 VEHICULAR STORAGE AND PARKING: Expenses associated with the above-cited vehicular categories should be debited to one of these accounts.

754000 CHEMICALS AND LABORATORY SUPPLIES: Any chemical product, such as insecticides or dessicants, that are not accurately described elsewhere, along with laboratory supplies. A product such as cleaning solvent, however, would be more accurately described as "Building Supplies and Expenses."

757000 MEDICAL SUPPLIES AND EXPENSE: Cost of first aid equipment and similar supplies, and minor medical bills, such as physical examinations of employees and treatment of minor injuries. Major medical matters should be referred to the Agency Board of Directors.

760000 BUILDING SUPPLIES AND EXPENSE: Expenses for Building Sanitation, Preventive Maintenance, and Minor Repairs that tend to be regular or recurring. Major repairs that tend to directly and measurable contribute to the value of a building should be debited to a fixed asset account.

763000 OFFICE SUPPLIES AND EXPENSE: Costs of minor expendable supplies, and office machine rental, and other costs associated directly with office work.

766000 INTEREST PAID: Interest payments on obligations owed by the Agency.

769000 DEPRECIATION - BUILDINGS: (See # 778000 below)

772000 DEPRECIATION - OTHER IMPROVEMENTS: (See # 778000 below)

775000 DEPRECIATION - MACHINERY AND EQUIPMENT: (See # 778000 below)

778000 DEPRECIATION - FURNITURE AND FIXTURES: The portion of depreciation applicable as an expense to the current accounting period is identified here by organizational component in each subsidiary account. The offsetting credits identify the portion of the same depreciation applicable to each asset.

781000 UNCOLLECTIBLE RECEIVABLES EXPENSE: This account receives the debit(s) for estimated uncollectible receivables in an accounting period.

784000 UNCLASSIFIED EXPENSES: Any minor and infrequent expense not accurately described elsewhere.

EQUITY ACCOUNTS

GENERAL NOTE - EQUITY ACCOUNTS: These accounts reflect the cumulative results of operations, and are analogous to proprietorship accounts.

820000 NET EQUITY: Control account for the subsidiaries described below.

820020 Equity from Operations: Receives closing entries from revenue and expense accounts. Its balance will be a significant measure of the Agency's success in maintaining non-profit status.

820040 Equity from Grants: Receives closing entries from the "Grant" accounts in Other Liabilities, and measures the Agency's cumulative benefit from grants-in-aid.

820060 Other Equity: Any equity resulting from conditions or events not associated with collection and disposal operations, and not necessarily applicable to determinations of profitability or lack thereof. Large and/or unusual transactions which would distort the other equity subsidiaries should be recorded here.

CITY OF DES MOINES - AGENCY
TEMPORARY SOLID WASTE AGREEMENT

THIS AGREEMENT, made and entered into this 1 day of November, 1970, and between the CITY OF DES MOINES, IOWA, a municipal corporation, and the DES MOINES METROPOLITAN AREA SOLID WASTE AGENCY, of Des Moines, Iowa, hereinafter designated as the "Agency".

WITNESSETH:

WHEREAS, the Des Moines Metropolitan Area Solid Waste Agency, hereinafter described as "the Agency" was created and exists for the purpose of serving the needs of its members in such matters of collection and disposal of solid waste as may be agreed upon between such members and the Agency; and

WHEREAS, the City of Des Moines, Iowa, hereinafter described as " the City" is a member in good standing of such Agency and in a position to contract with the Agency for the solid waste collection and disposal services hereinafter enumerated upon the terms and conditions hereinafter specified; and

WHEREAS, the City has anticipated and does anticipate that such a contract will ultimately prove of substantial benefit to the City in the matter of improved services to the citizens of the City and greater efficiencies in the rendition of such services; and

WHEREAS, the Agency is ready, willing and able to commence its functions as such Agency in service to the City;

IT IS NOW THEREFORE STIPULATED AND AGREED as follows:

DIVISION I. PRELIMINARY PROVISIONS

1. It is the contemplation of the parties that this Agreement will be amended, revised and superseded by a subsequent Agreement to be executed between these parties upon the resolution of present legal impediments to the operation by the Agency of landfill operations upon its own site or sites and that all the terms hereof shall be re-negotiated between these parties based upon the experience of these parties till date of resolution of such problems, and the circumstances existing as of such date under the guiding principle that the function of the Agency shall be to expeditiously perform on a temporary basis and subsequently upon a more permanent basis the collection and disposal functions of the City at the least practical cost to the City and its residents.

2. The City Manager shall make periodic reports as to the status of operations under this Agreement to the City Council as they may be required by law, the City Council or individual members thereof, and in any event no less often than each anniversary of this Agreement.

3. The Agency Director shall make periodic reports as to the status of operations under this Agreement to the Agency Board as they may be required by law, the Agency Board or individual members thereof, and in any event no less often than each anniversary of this Agreement.

4. Unless otherwise specifically conditioned or unless otherwise specified, the duties and obligations assumed by the City and the Agency under this Agreement shall become functional and operational and shall commence or be carried out on or before November 1, 1970, in order that the Agency may be in full performance by November 1, 1970, of those obligations it assumes under the provisions of this Agreement. Unless sooner terminated by an Agreement superseding this Agreement or the specific provisions of this Agreement or by other mutual agreement of the parties, this Agreement shall terminate on the 31st day of December, 1972.

DIVISION II. GENERAL PROVISIONS

5. The Agency shall proceed to perform for the City those functions of solid waste collection and disposal generally described as those functions heretofore performed by the Public Services Department of the City plus the collection of trash and other refuse, and more particularly described as those functions of collection and disposal of solid waste proposed to be performed by the Agency under that amendment to the Municipal Code of the City of Des Moines as Chapter 52A of said ordinance which is being enacted by the City Council of the City of Des Moines, contemporaneously with the authorization of the execution of this Agreement.

6. The Agency will take and receive title to all that personal property of the City which is at the time of the execution of this Agreement in any way regularly or customarily used by the City in its garbage collection and disposal functions, including but not limited to all packers, bulldozers, compaction and collection equipment, and pay to the City the appraised value of such personal property as such appraised value shall be determined by an independent appraiser to be agreed upon by the City and the Agency. Such appraisal and such payment shall be at the times and in the manner hereinafter specified. A schedule of the personal property to be so transferred is hereto attached, marked Exhibit "A" and by this reference made a part hereof.

7. The Agency shall assume the status of employer of all City employees presently assigned to the collection and disposition of solid waste, except those who shall decline employment by the Agency upon such terms of employment as the Agency shall prescribe.

8. The Agency shall assume all legal obligations of the City to the said employees, whether created by contract, ordinance or otherwise, and make appropriate arrangements (with such assistance from the City as is hereinafter provided) to fund and continue all retirement, sick leave, holiday, vacation and other benefits which have accrued to said employees as of October 31, 1970. The provisions of this program shall not be construed to require the Agency to create, maintain or recognize Civil Service status in such employees or Civil Service rights in such employees as the successor employer to the City, nor to require the Agency to assume or fund any retirement or the statutory benefits covering any period prior to November 1, 1970.

9. The City will make available to the Agency the Harriett Street site consisting of approximately 43 acres of land in the vicinity of East 15th and Harriett Streets in the City of Des Moines, Iowa, together with "the Dutcher property" addition thereto hereinafter contemplated for the exclusive possession, control and use by said Agency, subject to the terms and conditions of this Agreement.

10. The City will retain the exclusive possession, control and use of the Southeast 30th Street site now owned and operated by the City, and continue to operate such facility, to receive and accomodate solid waste other than that originating from collection as described in paragraph five.

11. It is understood and agreed that the Agency is an independent agent and is not an employee of the City and that said Agency shall be solely and completely liable and responsible for any person or persons employed by said Agency in connection herewith, with particular reference to claims under the Iowa Workmen's Compensation law, and shall be solely and completely liable for any and all damage to any person or properties caused by said Agency or his agents or employees, and that said Agency shall at all times hold the City harmless from any and all liability or responsibility as to any claims, accounts or damages of any personnel arising out of or in connection with the operation of this contract. The Agency shall furnish evidence of insurance in a company approved by the City prior to any operation by it under this contract for both Workman's Compensation and Liability Insurance covering any and all damages caused to any person or properties by the Agency or its agents or employees. The limits of Workman's Compensation shall be at least the minimum required by the laws of the State of Iowa and the limits of the liability insurance shall be at least $300,000--$500,000 liability and $100,000 property damage.

12. It is further understood and agreed that the Agency shall not transfer, convey or assign any rights under and by virtue of this Agreement without first securing the written consent of the City Council.

13. This Agreement shall become effective upon execution and shall remain in full force and effect until and through December 31, 1972, provided however, that in the event that either party shall at any time fail, refuse or neglect to carry out the critical terms or conditions of this Agreement, this Agreement and contract will be thereby immediately terminated. If either party has any reasonable and justifiable cause of termination attributed to the breach by the other of noncritical terms or conditions of this Agreement then such party shall have the right to terminate this Agreement upon thirty (30) days written notice.

For the purposes of this paragraph the phrase "critical terms or conditons" shall mean those terms or conditions the breach of which by either party will immediately affect, either directly or indirectly, the ability of the other party to perform its duties under this Agreement, state or federal statutes, City ordinances or any other undertaking, wholly or partially predicated upon this Agreement.

14. The City will acquire, for the purpose of fulfilling its obligations under this Agreement and for such purposes only, a tract of land consisting of approximately 9 acres locally known as " the Dutcher property", cause such land to be surveyed for metes and bounds, obtain such special use or other zoning variances as will permit of the use of such property as a sanitary landfill, construct through such property the branch of the Maury Street Storm Sewer now pending implementation by the City all in such time and manner that the entirety of "the Dutcher property" can be made available to the Agency for landfill use as above contemplated on November 1, 1970. The Agency shall reimburse the City for its expense in acquiring such property and upon termination of this Agreement or any extension thereof the rights of the Agency under this Agreement in and to the use, possession or control of such land shall immediately cease and determine and the City shall thenceforth own such land free and clear of any incumbrance. The Agency shall hold the said land free and clear of any liens or claims which might result from its use, possession and control of such land and hold the City harmless from any such liens or claims.

15. The City shall provide from its supply source adjacent to the property daily cover for all solid wastes placed by the Agency upon the Harriett Street site including the Dutcher property and final cover for the Harriett Street site not including the Dutcher property.

16. The Agency shall furnish final cover for the Dutcher property and shall be responsible for the excavation and transportation at Agency expense of all cover referred to in this Agreement. In the event the City is unable to assign any rights of excavation or transportation necessary to the fulfillment of the provisions aforesaid the City shall in its own name and in its own right proceed to excavate and transport such cover and be reimbursed for the actual costs of the excavation and transportation thereof by the Agency.

17. The Harriett Street site as augmented by the Dutcher property and any buildings or other improvements thereon may be used by the Agency for any purpose reasonably pertinent to its operations as a solid waste agency and such uses may include services to any or all members of the Agency without regard to whether or not such members or their citizens have previously used such site either directly or indirectly.

18. That the use of the said site last referred to shall be a phase-out operation with the initial use to be without limitation as aforesaid and to be progressively limited as follows:

a. On or about June 1, 1971, a transfer station will be completed at the Harriett Street site, the Metro East site will be opened and made operational by the Agency and 50% or more of the solid waste then going to the Harriett Street site will be diverted to the Metro East Site.

b. On or about January 1, 1972, the proposed Metro West site will be opened and made operational by the Agency and the balance of the solid waste will be diverted to the Metro West site allowing the Agency operation of the landfill operation upon the Harriett Street site to then cease and determine. Such operation shall in fact cease and determine upon such developments save and except such residual operation as may be necessarily incident to an orderly transfer of such function to the respective Metro-East and Metro-West sites.

19. To implement and expedite the operational transitions contemplated by this Agreement and in consideration of the mutual covenants contained herein the City shall vacate and convey to the Agency upon demand by the Agency legal title to such a portion of the Harriett Street site as the Agency may require for the location of a transfer station, such site not to exceed 10 acres in size and such site to be selected by the City with the advice and consent of the Agency.

20. The City will proceed to do necessary asphalt stabilization and routine maintenance work on those access streets leading to the Harriett Street site as needed at City expense. On site improvement shall be at the expense of the Agency.

21. The Agency and the City have tentatively agreed upon a final use plan for the development of the entire site, a portion to be dedicated to public use and a portion (5 to 10 acres as required) to be provided to the Agency for its perpetual use as a Transfer Station Complex.

22. The Agency agrees to place the solid waste received at this site and conduct its site operations and site development in such a way as to be consistent with the final use plan for the entire site.

23. The Agency shall conduct its operations in strict accordance with the highest standards for sanitary landfill operations.

24. The Agency will charge gate fees for the sanitary landfill disposal operation which will be adequate to assure that sufficient funds are available for the proper development, operation and closing of the site, which fees shall be the subject of further negotiation between the City and the Agency.

25. The City and the Agency will cooperate in all appropriate matters to further the development of a successful temporary sanitary landfill site, a continuing transfer station complex and the final use as planned.

DIVISION III. FINANCIAL PROVISIONS

26. The City shall establish by ordinance a schedule of rates, fees or other charges sufficient to defray the costs of the Agency in the collection and disposal of solid waste as contemplated by this Agreement together with the costs of the City incident thereto which schedule shall be initially the sum of $2.00 per month per residential unit of those residential units which can be served by the Agency under said ordinance, shall collect or cause the collection of said rates, fees or other charges and shall remit monthly to the Agency within ten days after the close of each month of collections 90% of the amount collected as of the close of each such month. Such schedule may be on a monthly or quarterly basis as the City may elect and may make such initial provision for staggered billing as the City may deem provident.

27. The Agency shall reimburse the City for its costs in the acquisition of the Dutcher property including the capital cost of such property at the rate of $2,000 per month commencing December 1, 1970, until such costs are fully paid.

28. That the personal property to be transferred by the City to the Agency on November 1, 1970 pursuant to this Agreement shall be paid for by the Agency in accordance with the following formula:

a. The market value of such properties will be determined by appraisal as hereinabove provided, and in connection with such appraisal the useful life of each item shall be estimated by the appraiser (the costs of such appraisal shall be paid 50% by the Agency and 50% by the City).

b. The Agency shall engage a C.P.A. to set up a depreciation schedule for the subject properties on a straight-line depreciation basis based upon such appraisal values and such estimates of useful life and determine, per unit and in total sum, the monthly depreciation for such equipment, shall receive and approve such schedule and forward same to the City for approval. Upon approval by the City such appraisal and such schedule shall determine the gross sum to be paid by the Agency for such items of personalty and also the monthly payments to be made by the Agency to the City in satisfaction of such gross sum. The gross sum payable shall be the total appraised value as of November 1, 1970, and the monthly payment shall be the total monthly depreciation of such items as determined from such schedule. The Agency shall pay to the City an amount equal to such monthly depreciation on the 1st day of December, 1970, on the 1st day of January, 1971, and on the 1st day of each month thereafter until such time as such gross payment is paid in full, subject to the provision that as soon as the Agency has secured unto itself the proceeds from the sale of revenue bonds or other permanent financing of its capital needs the entire balance due of such gross payment shall become immediately due and payable to the City and shall be remitted forthwith to the City.

29. At the option of the Agency the City will furnish parking and maintenance for all vehicles and equipment to be transferred pursuant to this Agreement or otherwise acquired by the Agency during the term of this Agreement or any extension thereof on the basis of cost to the City plus overhead and send a statement for such charges to the Agency within ten days following the end of each calendar month of operation. Under such option the Agency may elect to avail itself of such services on any selective basis which it deems advantageous to the Agency and shall not be required to avail itself of all or any part of such services. Such charges shall be due and payable by the Agency 20 days after the date of billing with the exception that pending the receipt by the Agency of the first increment of the proceeds from the rates, fees or other charges aforesaid the payment of said charges may be deferred. Such deferment shall, however, terminate and such charges shall be paid forthwith upon receipt by the Agency of the first increment of such rates, fees or other charges.

30. The Agency shall have a drawing account against the City for such items of payroll or other essential expense of the Agency as the Agency is not in a position to readily finance in any other fashion pending receipt of the first and subsequent increments of the rates, fees or other charges aforesaid to the extent of conservative estimate of the amount of the Agency share of such fees accrued but unpaid on the date of requisition of such draw. It is the contemplation of the parties that this provision is to be used only during the first few months of operation until a pattern of receipts and disbursements can be made routine.

31. Due to the fact that the City and the Agency will be simultaneously indebted each to the other in various amounts at different times during the period of this Agreement and the fact that such mutual indebtedness will be largely offsetting no provision is made or intended to be made for interest accrual on any such items of indebtedness as between these parties.

32. The City shall engage and pay for the services of a C.P.A. authorized to do business in the State of Iowa to determine upon accounting bases the liability of the City for accrued employee costs and benefits of all kinds, up to and including October 31, 1970, which are not secured by federal or state deposits; and allocate such costs on a flat rate monthly basis over the period covered by this Agreement. In making such determination the C.P.A. shall be required to use a "1st in--first out" basis in making his analysis with the result that first recourse to such benefits by an employee will be presumed to be to those benefits accrued to him as an employee of the Agency. The City shall pay to the Agency such monthly allocation on the 1st day of November, 1970, and on the first day of each month thereafter through the period of this Agreement.

33. The City Manager and Director of the Agency may establish a system of offsets to simplify the monthly accounting required by this Agreement. All payments, charges and accounting between the parties to this Agreement shall be personally certified to be correct by the City Manager in the case of the City and by the Director of the Agency in the case of the Agency.

DOCUMENT VII-2

MUNICIPAL CODE OF DES MOINES, IOWA
SOLID WASTE

Sections:

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52A-1. Definitions

Article II. Collection

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52A-3. Container specifications.
52A-4. Treatment pending collection.
52A-5. Accumulations hazardous to health.
52A-6. Accumulations hazardous to property.
52A-7. Permit to haul solid waste
52A-8. Agency exception
52A-9. Protection required.
52A-10. Disposal site requirement.
52A-11. Hazardous materials.
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Article III. Disposal

52A-13. Agency disposition.
52A-14. Agency rules.
52A-15. Disposition of inert materials.
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52A-18. Private landfill operation.
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52A-21. Incinerators prohibited.
52A-22. Incineration prohibited.
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Article IV. General Provisions

52A-25. Transition to agency operation.
52A-26. Enforcement.
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52A-31. Severability.
52A-32. Penalty

ARTICLE I. DEFINITIONS.

Sec. 52A-1. DEFINITIONS.

For the purpose of this chapter the following definitions shall apply:

"Agency" shall mean the Des Moines Metropolitan Area Solid Waste Agency.

"Disposal Site" shall mean a sanitary landfill transfer station or other facility for receiving or disposing of solid waste.

"Health officer" shall mean the director of public health of the city of Des Moines, Iowa who shall have responsibility for administering and enforcing this chapter.

"Multiple chamber incinerator" shall mean any incinerator used to dispose of combustible refuse by burning, consisting of three or more refractory lined combustion furnaces in series, physically separated by refractory walls, interconnected by gas passage ports or ducts and employing adequate design parameters necessary for maximum combustion of the material to be burned, the refractories having a Pyrometric Cone Equivalent of 31, tested according to the method described in the American Society for Testing and Materials, Method C-24-56.

"Owner" whenever used in this Chapter shall, in addition to the record titleholder, include any person residing in, renting, leasing, occupying, operating or transacting business in any premises, and as between such parties the duties, responsibilities, liabilities and obligations hereinafter imposed shall be joint and several.

"Person" whenever used in this chapter shall mean and include an individual or group or association of individuals; a firm or any member thereof; a corporation, or any executive officer, manager, person in charge or employee thereof; and the use of a pronoun specifying the masculine gender shall include the feminine and neuter gender.

"Residential premises" for the purpose of this chapter shall mean and include single family dwellings and any multiple family dwelling up to and including four separate family quarters. Garden type apartments and row type housing units shall be considered residential premises regardless of the total number of such apartments or units which may be included in a given housing development.

"Solid Waste" shall mean useless, unwanted or discarded materials resulting from commercial, industrial, domestic and agricultural operations and other normal community activities. Wastes which are solid or semi-solid containing insufficient liquid to be free-flowing are considered to be solid wastes; and include in part the following: garbage; rubbish; ashes and other residue of incineration; street refuse or sweepings; dead animals; solid animal waste; decrepit automobiles and parts therof; agricultural, commercial and industrial wastes; construction and demolition wastes; sewage treatment solid residue.

ARTICLE II. COLLECTION

Sec. 52A-2. AGENCY COLLECTION.

By virtue of an agreement proposed to be entered into between the City and the Agency, the Agency has proposed to provide solid waste collection service for and on behalf of the City, to remove solid wastes from residential premises as defined in this Chapter subject to the following conditions which are hereby adopted as a part of this chapter:

(a) Such collections shall be made not less than once a week, at such times and in such areas of the city as shall be set out in schedules agreed upon by the city and the agency.

(b) The city and the agency are authorized and empowered, jointly, to change or amend such schedules from time to time as they, in their discretion, shall deem necessary.

(c) Collections may be made either from streets or alleys, where existing, at the discretion of the agency personnel.

(d) Containers shall be placed out-of-doors at some easily accessible place. The provision of such containers and the placement thereof for collection shall be the responsibility of the owners of the residential premises to be served.

Sec. 52A-3. CONTAINER SPECIFICATIONS.

Solid waste metal containers designed to serve residential premises shall not be more than thirty gallons nor any such container less than ten gallons in nominal capacity; except where only one container is used, in which case this container may be less than ten gallons in capacity. Containers shall be waterproof, rat proof, and fitted with a tight lid. The containers shall have handles, bails or other suitable lifting devices or features. The containers shall be of a type originally manufactured for solid wastes, with tapered sides for easy emptying. They shall be of light weight and sturdy construction. The weight of any individual container and contents shall not exceed sixty-five pounds. Galvanized iron and similar metal containers, rubber or fiberglass containers, and plastic containers which do not become brittle in cold weather may be used. Disposable bags manufactured for solid waste disposal shall be acceptance for solid wastes other than animal or vegetable matter which would be attractive to rats, dogs or other animals. Oil or grease drums, paint cans, and similar salvaged containers shall only be acceptable as disposable containers. Grass clippings, leaves and other yard debris in plastic sacks or other disposable containers placed at the curb shall be collected.

All solid waste shall be placed in suitable containers as above defined; except, it shall not be necessary to place books, boxes, magazines or newspapers in containers provided they are securely tied in bundles or completely contained in disposable boxes not larger than twenty-four by twenty-four by thirty-six inches, no bundle of which shall weigh more than sixty-five pounds. Also tree limbs and brush may be securely tied in bundles not larger than forty-eight inches long and eighteen inches in diameter and weighing not more than sixty-five pounds.

Baskets, boxes and non-complying solid waste containers shall be considered disposable refuse and shall be removed by the agency collection crews if they are the proper size and otherwise acceptable for collection; or shall be left uncollected if they are larger than the allowable size or unacceptable for collection.

Large bulky items such as furniture, large tree limbs, automobiles and major parts thereof and appliances that cannot be reduced to fit approved containers, shall not be collected.

Sec. 52A-4. TREATMENT PENDING COLLECTION.

All solid waste consisting of waste animal and vegetable matter, which may attract flies, dogs or rodents, shall be drained of all excess liquid, wrapped in paper or disposable containers, and placed and stored, until collected, in covered suitable containers as described in section 52A-3.

Sec. 52A-5. ACCUMULATIONS HAZARDOUS TO HEALTH.

It shall be unlawful for any person to permit to accumulate on any premises, improved or vacant, or on any public place, such quantities of solid waste, either in containers or not, that shall constititue a health or sanitation hazard.

Sec. 52A-6. ACCUMULATIONS HAZARDOUS TO PROPERTY.

It shall be unlawful for any person to permit to accumulate quantities of solid waste within or close to any building, unless the same is stored in containers in such a manner as not to create a health or fire hazard.

Sec. 52A-7. PERMIT TO HAUL SOLID WASTE.

No person shall engage in the business of removing or hauling residential, commercial or industrial solid wastes from the premises of others, other than those resulting from construction or demolition activities, unless such person shall have first applied for and received a permit to do so from the city. Application for such permit shall specify the equipment or vehicles to be used, general information concerning the route to be traveled and the places to be served, and name and address of the applicant. Such person shall pay an annual license fee of five dollars per year for each vehicle engaged in such business to be paid at the office of the city treasurer. Such permit fee shall be payable commencing on the first day of July, 1970, and shall be renewable each year thereafter. Commencing July 1, 1971, all vehicles licensed under this section shall prominently display the permit number on the upper or lower left corner of the windshield of the vehicle upon a decal to be furnished by the city.

Sec. 52A-8. AGENCY EXCEPTION.

Vehicles owned and operated by the agency or operated under contract to the agency shall be deemed to be engaged in a public service function exempt from the requirements of section 52A-7 of this Code.

Sec. 52A-9. PROTECTION REQUIRED.

No person shall haul any solid wastes upon the streets, alleys or public places of the city in any manner except in a vehicle or container so equipped as to prevent the blowing or leakage or dropping off of any of the contents on the public streets or ways of the city or private property therein. Any such blowing, leakage or dropping shall be deemed a violation of section 52-8 of this Code.

Sec. 52A-10. DISPOSAL SITE REQUIREMENTS.

No person shall haul or cause to be hauled any solid waste material of any kind, other than those resulting from construction or demolition activities, to any disposal place or site or area within the corporate limits of the city unless such place, site or area has been properly zoned for such use and any permits required by such zoning obtained, and unless an operators license has been issued by the city to authorize the operation thereof under the provisions of section 52A-18 of this Code, except where such operation is under the direction and contract of the agency.

Sec. 52A-11. HAZARDOUS MATERIALS.

No person shall deposit in a solid waste container or otherwise offer for agency collection any hazardous solid waste. Hazardous materials shall be transported by the owner, responsible person or his agent, to a place of safe deposit or disposal as prescribed by the health officer or his authorized representative which place of deposit or disposal may in exceptional cases be a place other than an agency operated site or otherwise subject to special conditions or limitations. Hazardous materials shall include: explosive materials; rags or other waste soaked in volatile and inflammable materials; drugs; poisons; radio active materials; highly combustible materials; soiled dressings, clothing, bedding and/or other wastes, contaminated by infection or contagious disease; and other materials which may present a special hazard to collection or disposal personnel or equipment or to the public.

Sec. 52A-12. PROHIBITION OF LITTERING.

No person shall throw, rake, deposit, place drop or spill litter, waste material or foreign material upon the streets, sidewalks, or other public rights-of-way within the city except as provided in section 52A-3 of this Code.

ARTICLE III. DISPOSAL

Sec. 52A-13. AGENCY DISPOSITION.

Pursuant to the terms of an agreement proposed to be entered into between the city and the agency, the disposal sites now and hereafter operated by the agency will be made available as public disposal sites for all solid wastes collected within the corporate limits of the city upon the conditions specified in said agreement.

Sec. 52A-14. AGENCY RULES.

The rules and regulations governing the use of the disposal sites shall be as determined by the agency to be in the best interest of the general public subject to the following provisions:

(a) The disposal sites shall normally be open to the public on such days and hours as the agency may designate; however, the agency may alter the days and hours so scheduled to satisfy unusual conditions or emergencies.

(b) The agency shall be responsible for the operation of the disposal sites in a manner which will assure sanitary and safe conditions at all times.

(c) The operation of the disposal sites shall comply with all regulations of all local, state, county or federal agencies, which may have jurisdiction over such operation.

Sec. 52A-15. DISPOSITION OF INERT MATERIALS.

The prohibitions contained in this chapter shall not apply to the placing of inert wastes, not potentially injurious to health or the public welfare, where permission to place such materials has been obtained from the owner or responsible agent; nor to the filling in or grading of property with earth, mud, ashes or similar materials; providing all other applicable local and state laws have been complied with.

Sec. 52A-16. DISPOSITION IN ACCORDANCE WITH INSTRUCTIONS.

No person, firm or corporation shall dispose of any solid waste at any licensed private or agency landfill site, except in compliance with posted instructions or instructions of an attendant in charge.

Sec. 52A-17. CERTAIN MATERIALS EXCLUDED.

At the discretion of the agency, certain materials may be excluded from those solid wastes which may be deposited at an agency landfill site. These excluded materials may include junk automobile bodies and similar bulky objects, which may require special processing prior to disposal; trees and tree limbs, unless they have been cut into pieces not exceeding ten feet in length; burning materials or materials containing hot or live coals; hazardous materials; and other materials which the agency deems necessary to exclude. However, hazardous materials may be deposited upon the receipt of written permission of a responsible official or attendant of the agency and subject to any special instructions issued with said permission. Hazardous material shall include: explosive materials; materials contaminated by infectious or contagious disease; fly ash or other fine or powdery material; and other material which may present a special hazard to landfill personnel, equipment or to the public.

Sec. 52A-18. PRIVATE LANDFILL OPERATION.

No person, firm or corporation shall after June 1, 1971, operate or permit the operation of a disposal site in the city for the disposal of solid waste of any kind from any source unless he shall have first applied for and received a license to do so from the city. The issuance of this license shall be pursuant to application in writing to the city council of the city of Des Moines; shall be on an annual basis only; and shall be subject to all other applicable ordinances of the city. Application for such a license shall set forth how the landfill will be operated and shall include in part: a topographic map of the parcel of land to be used showing location, drainage, fencing, screening and access; plans or other suitable evidence of adequate fire protection and provisions for control of rodents, insects and litter; agreement to operate the disposal area as a sanitary landfill only; description of method of filling, equipment to be used; source of earth or other suitable cover; agreement to compact and completely cover solid waste deposited each day, to allow no burning of any material whatsoever, and to promptly extinguish any fires or combustion which may accidently occur or be started by others; agreement to maintain the landfill site and the vicinity in a safe and sanitary manner, to allow no public nuisance, and to provide a responsible person who will be in constant attendance during the hours of active operation; agreement to operate the landfill in accordance with all local, county, state and federal regulations and to permit access to the landfill site by any health officer or governmental representative or agent who may have jurisdiction for the purposes of inspection.

An annual license fee of one hundred dollars per year shall be paid to the city treasurer for each location at which a landfill is conducted. All such licenses issued shall expire on May thirty-first of each year and be subject to renewal at such time.

Sec. 52A-19. CONDITIONS SUBJECT TO ABATEMENT.

If any private disposal operation within the corporate limits of the city is found to be conducted in a way detrimental to the health and welfare of the public, or contrary to provisions of this chapter, the city shall notify the owner of the land upon which such operation is being carried on and the operator thereof in writing of the objectionable conditions and give them a reasonable time, not less than ten days, to correct said condition. In the event of the failure of such owner or operator or both to correct such conditions within such time the city manager is authorized to seek abatement of such conditions as a public nuisance and to abate such nuisance in such manner as any court of competent jurisdiction may direct. The same shall be considered of benefit to the owner of the land and the cost of such corrective action shall be chargeable to the owner, and if not paid, shall constitute a lien upon the premises and shall be assessed inthe manner as general taxes as is provided by law.

Sec. 52A-20. PROHIBITION OF COMMERCIAL DISPOSAL.

It shall be unlawful for any person, firm or corporation to receive payment of any kind or request payment of any kind for the disposal of any solid waste at a private licensed sanitary landfill site within the city at any time after January 1, 1972. The charging of a "fee" for the collection and disposal of solid waste from a customer by a private collector, shall not be construed as a violation of this section since the disposal is considered to be incidental to the total collection and disposal service, provided however, such collection and disposal shall be conducted entirely by forces and with equipment owned or operated by the private solid waste collector.

Sec. 52A-21. INCINERATORS PROHIBITED.

It shall be unlawful for any person, as defined in this chapter, to sell within the city or to install within the city any device intended for use as a solid waste burner or incinerator; except when the intended user of such a device has secured permission to operate or use such a device from the city or when the device will be operated by or for the city, or beyond the corporate limits of the city.

Sec. 52A-22. INCINERATION PROHIBITED.

It shall be unlawful for any person, as defined in this chapter, to burn or incinerate or permit the burning or incineration of any solid waste within the city from and after the first day of January, 1971. This section shall apply to all solid waste as defined, and shall specifically include all waste paper, boxes, market waste, garden wastes, trees, tree limbs, automobiles and parts thereof and any and all materials other than materials used as a fuel in a furnace or boiler. This section shall not apply to any incinerator operated under a permit granted by the city or any incinerator operated by or for the city, or any burning conducted under the direction of the fire department of the city.

Sec. 52A-23. INCINERATOR PERMITS.

The health officer shall issue annual permits to permit the operation of incinerators otherwise prohibited by this chapter upon payment of an annual fee of ten dollars to defray the costs of administration and upon submission of annual proof by the applicant therefor, acceptable to the health officer, of operational performance at least equal to the following standards:

(a) General provisions.

1. This regulation shall apply to all incinerators except those located in areas where the existing land use is agricultural and the sites upon which they are located or to be located are tracts of ten acres or more and such incinerators are used or to be used exclusively to dispose of solid waste originating on that same premises.

2. The burning capacity of an incinerator shall be the manufacturer's or designer's guaranteed maximum rate or such other rate as may be determined by the health officer in accordance with good engineering practice. In case of conflict, the findings of the health officer shall govern.

3. No incinerator shall be used for the buring of solid waste unless such incinerator is a multiple chamber incinerator. Existing incinerators which are not multiple chamber incinerators may be altered, modified or rebuilt as may be necessary to meet this requirement. The health officer may approve any other alteration or modification to an existing incinerator if such be found by him to be equally effective for the purpose of air pollution control as a modification or alteration which would result in a multiple chamber incinerator. All new incinerators shall be multiple chamber incinerators, provided that the health officer shall approve any other kind of incinerator if it can be shown in advance of construction or installation that such other kind of incinerator is equally effective for purposes of air pollution control as an approved multiple chamber incinerator.

4. Within thirty days after the date on which construction of an incinerator is completed, the operator shall file a request with the health officer to schedule the performance tests provided in section (c) of this regulation. If the results of the performance tests indicate that the incinerator is not operating in compliance with section (b) of this regulation, no person may cause or permit further operation of the incinerator, except for additional tests as outlined in section (c) of this regulation, until approval is received from the health officer.

(b) Restriction of emissions from incinerators.

1. No person may cause or permit the emission of particulate matter from the chimney, stack or vent of any incinerator in excess of the following:

a. Incinerators with a solid waste burning capacity of two hundred or more pounds per hour: 0.2 grains of particulate matter per standard dry cubic foot of exhaust gas, corrected to twelve percent carbon dioxide.

b. All other incinerators: 0.3 grains of particulate matter per standard dry cubic foot of exhaust gas, corrected to twelve percent carbon dioxide.

2. All incinerators shall be designed and operated so that all gases, vapors and entrained effluents shall, while passing through the final combustion chamber, be maintained at a temperature adequate to prevent the emission of objectionable odors. Provided, however, that the health officer shall approve any other method of odor control which is equally effective.

(c) Performance testing.

1. Solid waste burned in conjunction with the performance tests specified in this regulation shall be a representative sample of the solid waste normally generated by the operation which the incinerator is intended to serve.

2. The amount of particulate matter emitted from any incinerator shall be determined according to the American Society of Mechanical Engineers Power Test Codes - PTC - 27 dated 1957 and entitled "Determining Dust Concentration in a Gas Stream". Any other method which is in accordance with good professional practice may be used by mutual consent of the source operator and the health officer. In calculating the amount of particulate matter in stack gas, the loading shall be adjusted to twelve percent carbon dioxide in the stack gas. The carbon dioxide produced by burning of the liquid or gaseous fuel in the incinerator shall be excluded from the calculation to twelve percent carbon dioxide. Emissions shall be measured when the incinerator is operating at the burning capacity as defined in section (a) 2 of this regulation, or at any greater operating rate requested by the source operator.

3. In addition to the requirements hereinabove specified each such incinerator shall meet the smoke emission standards of chapter 51 of this Code and sunch incinerator shall not emit smoke of the density of "dense smoke" as defined by such chapter. A performance test to determine compliance with such Ringelmann requirements shall be performed by the health officer or his designated representative on each new incinerator, and each existing incinerator modified or rebuilt according to the schedule outlined in section (d) of this regulation.

4. The performance test specified in section (c) 2 of this regulation may be required on any incinerator, and shall be required for each new incinerator having a burning capacity of one thousand pounds per hour or greater. The initial and annual performance tests shall be performed at the expense of the vendor or operator by an independent testing organization or by any other qualified person subject to the approval of the health officer. The performance test may be observed by the health officer or his designated representative.

(d) Compliance schedule for existing incinerators.

Existing incinerators which are not multiple chamber incinerators and do not otherwise meet the requirements of section (b) of this regulation shall be modified or rebuilt in compliance with this section in accordance with the following schedule:

Rated Capacity	Latest Date for Compliance
1,000 lbs/hr or above	18 months from the effective date of this regulation.
999 lbs/hr or less	30 months from the effective date of this regulation.

(e) Existing incinerators which are not multiple chamber incinerators and do not otherwise meet the requirements of section (b) of this regulation shall be granted provisional licenses to operate upon payment of the ten dollar annual fee specified, which fee must be paid on or before January 1, 1971. Within six months thereafter applicants for provisional licenses shall submit written plans to modify such incinerators to conform with such standards or to cease operation of such incinerators within the modification periods specified.

(f) Any operation of incinerators on or after January 1, 1971, which is not authroized as above provided shall be unlawful. All permits issued for such operations shall expire on December thirty-first of each year and shall be subject to renewal at such time.

Sec. 52A-24. AGENCY DISPOSAL FEES.

Gate fees paid to the agency for the use of the public disposal facilities, shall be in accordance with the posted and published schedule of fees of the agency.

ARTICLE IV. GENERAL PROVISIONS.

Sec. 52A-25. TRANSITION TO AGENCY OPERATION.

It is the intent of this chapter that the collection and disposal procedures and facilities of the city of Des Moines shall be phased out and shall be maintained only to the extent the city manager shall deem necessary to serve the needs of the city to dispose of tree wastes or other solid wastes resulting from construction or demolition activities by city crews or under city contract.

Sec. 52A-26. ENFORCEMENT.

It shall be the duty of the health officer to enforce the provisions of this chapter.

Sec. 52A- 27. REVOCATION OF PERMITS.

Failure of permitees under sections 52A-7 and 52A-23 of this Code to comply with the provisions of this chapter shall be deemed sufficient cause for revocation of the permits issued under said sections. Such revocation shall be by the city council after reasonable notice and hearing.

Sec. 52A-28. CHARGES FOR COLLECTION SERVICE.

(a) Commencing December 1, 1970, a fee of two dollars per month shall be charged by the city of Des Moines, Iowa, and collected from each family unit or owner of a "residential premises" as defined in section 52A-1 of this Code served by refuse collection service as provided in section 52A-2 of this Code. Said charge or fee shall be in payment for collection and disposal of solid waste as defined.

(b) The two dollars per month charge or fee aforementioned shall be billed to the "owner" as herein defined every three months, payable in advance.

Sec. 52A-29. ASSESSMENT OF UNPAID CHARGES.

The collection of "solid waste" as provided by this chapter from residential premises as defined by this chapter and maintenance of the availability of such service, whether or not such service is used regularly or at all by the owner of such residential premises, is hereby declared a benefit to the said premises at least equal to the monthly charges specified in this chapter, and in case of failure to pay the monthly charge when billed, as heretofore provided, then the monthly charge shall be assessed against the property benefited in the manner provided by and for special assessments.

Sec. 52A-30. COLLECTION PROCESS.

At least annually the city manager shall prepare a "delinquent list" of persons failing to pay the monthly charge required by this chapter listing the residential premises for which the service was rendered and the amount due therefrom. Resolutions shall thereupon be prepared assessing the delinquent charges to the properties so benefited. Such resolutions, properly passed by the council, shall be certified as provided by law in cases of special assessments for collection in the same manner as general taxes.

Sec. 52A-31. SEVERABILITY

If any section, subsection, sentence or part of this chapter is for any reason held to be invalid or unconstitutional, such decision shall not affect the validity of the remaining portions of this chapter.

Sec. 52A - 32. PENALTY

Any person, firm or corporation violating any of the provisions of this chapter, except those requiring the payment of fees for collection services, shall upon conviction be subject to a fine of not more than one hundred dollars or to imprisonment for not more than thirty days.

HENNINGSON, DURHAM & RICHARDSON
ENGINEERING • ARCHITECTURE • PLANNING • SYSTEMS • ECONOMICS

8404 Indian Hills Drive
Omaha, Nebraska 68114
April 23, 1972

Mr. Robert C. Porter, Director
Des Moines Metropolitan Area
Solid Waste Agency
1705 High Street
Des Moines, Iowa 50309

Re: Revenue Bond Issue
Disposal Division
Financial Feasibility

Dear Mr. Porter:

This letter and the attached exhibits contain information showing the solid waste quantities received, cost estimates and necessary rates to produce the required revenue to support the disposal activities of the Agency including the principal and interest associated with the proposed $2,000,000 bond issue.

The records of the Agency indicate that approximately 1,200,000 cubic yards of waste material was delivered to the disposal facilities during the twelve months ending March, 1972. A disposal fee of $.50 per cubic yard of material delivered was collected from each vehicle delivering waste to the site. These fees produced an operating revenue of approximately $600,000. This disposal charge was based on the measured volume of waste material in the hauling vehicle regardless of whether the material was precompacted in a packer truck or loose in some other type of vehicle.

The present rate of $.50 per cubic yard was established in November of 1970 as a temporary rate to cover the costs of operation at the old City of Des Moines site, which has since been closed. It was intended that the rate would be increased when new, more extensive facilities were established at the two proposed new facilities to be located in the eastern and western portions of the service area.

The Agency began operation at the new Eastern site (referred to as Metro Park East) in October 1971. The temporary rate was more than adequate to cover the cost of operating this site and will be adequate even when the contemplated improvements and bond expense are included for this one site.

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Once the second new site to be located in the western part of the service area is purchased, developed and placed into operation, the estimated cost of operating two improved sites will be approximately 150% of the estimated cost of operating one improved site. Although the materials delivered and disposed of would be nominally the same whether there be one or two sites, the fixed cost for two sites would be approximately doubled.

The population of the service area will probably increase about 10% in the next 15 years. Normally this would be accompanied by an equal or greater increase in the solid waste quantities, but due to the current emphasis on conservation, resources recovery, salvage and recycling, an estimate of increased quantities at this time would be pure speculation. It is assumed, for rate purposes, that the quantities will remain static and only minor increases or decreases are expected. The capacity to handle the waste can be adjusted without difficulty.

At the present time, the single eastern site is receiving 1,200,000 cubic yards of waste per year measured in the loose or "as received" condition. When compacted in place, this is equal to approximately 40% of the "as received" volume or 480,000 C.Y. per year. The present site has a designed capacity in excess of 13,000,000 C.Y. compacted. At the current rate, the site could handle all of the waste for more than 27 years. The opening of an additional site in the western portion of the service area will add to the total system capacity, thus assuring that there is ample capacity to operate long past the period during which there will be bonds outstanding.

It has been mentioned that the rate is based on measured quantities in the "as received" or loose condition. When two sites are in operation and the required revenue is increased by approximately 50%, the rate must be increased similarly. This is likely to influence a greater number of haulers to pre-compact their loads by careful loading or converting to the use of packer trucks. The total quantity of waste would remain unchanged but the measured volume would be decreased. It would then be necessary to increase the rate again to produce the same amount of revenue. It can be seen that the rate based on "as received" quantities may require adjustment from time to time depending on the type of vehicle used even though the total revenue collected may remain constant. The Agency is considering the installation of scales and basing the disposal charge on tonnage of the waste received. This would eliminate the potential fluctuation in rates required to match the changing practices of the haulers. It would produce the same revenue even though the basis for the rate was shifted from volume to weight. The estimates of cost are based on 1972 prices for labor, equipment, and other expenses. The rate must be adjusted to compensate for changes as they occur. No attempt has been made at this time to predict how these prices may change.

There is one important fact to realize when analyzing the process of setting rates. This is an essential health service and at the same time an essential service to commerce and industry. The materials must be disposed of and the sanitary landfill process is the most economical way of accomplishing this disposal. The rates now in existence are very economical and even a 50% increase would still be very economical. Other communities in other parts of the country have been forced to use incinerators or other methods and under these circumstances, the costs involved are often 4 or 5 times the present costs experienced by this Agency. The Agency has the capability of accomplishing the required disposal and will simply adjust the rates from time to time to assure an adequate revenue to cover the cost of this non-profit service.

The estimated annual cost of the Disposal Division which is equal to the required revenue for that division depends on whether the Agency is operating one or two sites. Schedules I and II which are attached show the following cost (revenue) estimates.

Schedule I	-	One Site Operation	$583,300/Yr.
Schedule II	-	Two Site Operation	$885,600/Yr.

As soon as the proceeds from the bonds are available and committed for the present site, the revenue for a one site operation will be required. This condition will exist for a period of time until the second site is placed into operation. At that time, the two site operation revenue will be required.

The estimated annual cost of the Collection Division is attached as Schedule III for informational purposes.

The following is a schedule of rates required to produce the required annual revenue.

SCHEDULE OF RATES

I. DISPOSAL DIVISION, ONE SITE OPERATION

Total Annual Revenue Requirement	$	583,000
Total Annual Volume as Received		1,200,000 C.Y.
Rate Required $583,000 ÷ 1,200,000 =	$	.486/C.Y.
Retain Present Rate	$	.50/C.Y.

II. DISPOSAL DIVISION, TWO SITE OPERATION

Total Annual Revenue Requirement	$	885,600
Total Annual Volume as Received		1,200,000 C.Y.
Rate Required $885,600 ÷ 1,200,000 =	$	.738/C.Y.
Set Rate at	$	.75/C.Y.

The operation of one or two sanitary landfill sites in the Agency service area is technically and financially feasible. The required revenue and the rates to produce this revenue are very economical when compared to rates for similar services in other parts of the country and alternative disposal processes.

It will be necessary to make minor adjustments to the rates from time to time to compensate for fluctuations in quantities, prices and haulers' practices.

We would recommend the present rate of $.50 per cubic yard (as received) be retained for the one site operation but that the rate be increased to $.75 per cubic yard (as received) when the second site is opened for service.

Very truly yours,

HENNINGSON, DURHAM & RICHARDSON

By R. J. Peterson
R. J. Peterson, P.E.
Assistant Vice President

RJP:dj

SCHEDULE I - ONE SITE OPERATION COST (REQUIRED REVENUE) FOR DISPOSAL DIVISION*

I.	ONE TIME COST (BOND REQUIREMENTS)			
	A.	Land Cost		$ 237,000
	B.	Initial Site Development		350,000
	C.	Equipment Fund		
		1. Initial Funding	$130,000	
		2. Outstanding on Present Equip.	$125,000	
				255,000
	D.	Agency Headquarters and Shops Total Less Collection Portion		123,000
	E.	Reserve Fund		200,000
		Total Bond Requirement		$1,135,000
II.	ANNUAL COST			
	A.	Debt Service $1,135,000**@ 5% x 12 yrs. Avg. Annual Payment		110,000
	B.	Site Maintenance		30,000
	C.	Equipment Maintenance and Operation		107,900
	D.	Equipment Replacement		100,000
	E.	Labor		131,400
	F.	Sub-Total		$ 479,300
	G.	Miscellaneous Expense @ 10%		47,900
	H.	Agency Overhead and Admin. (See Appendix D)		56,100
		Total Annual Cost (Required Revenue)		$ 583,300

*See Exhibit A for Breakdown of Costs

**$2,000,000 Bond Issue - but funds for second site to be invested for temporary period.

SCHEDULE II - TWO SITE OPERATION COST (REQUIRED REVENUE) FOR DISPOSAL DIVISION*

I.	ONE TIME COST (BOND REQUIREMENTS)			
	A.	Land Cost		$ 652,000
	B.	Initial Site Development		700,000
	C.	Equipment Fund		
		1. Initial Funding	$200,000	
		2. Outstanding on present equip.	$125,000	
				325,000
	D.	Agency Headquarters and Shops Total Less Collection Portion		123,000
	E.	Reserve Fund		200,000
		Total Bond Requirement		$ 2,000,000
II.	ANNUAL COST			
	A.	Debt Service $2,000,000 @ 5% x 12 yrs. Avg. annual payment		193,000
	B.	Site Maintenance		60,000
	C.	Equipment Maintenance and Operation		141,100
	D.	Equipment Replacement		140,000
	E.	Labor		220,000
	F.	Sub-Total		$ 754,100
	G.	Miscellaneous Expense @ 10%		75,400
	H.	Agency Overhead & Admin. (See Appendix D)		56,100
		Total Annual Cost (Req'd Revenue)		$ 885,600

*See Exhibit B for Breakdown of Costs.

SCHEDULE III
COST (REQUIRED REVENUE) FOR COLLECTION DIVISION*

I.	Equipment Replacement	$ 90,000
II.	Equipment Maintenance and Repair	145,000
III.	Direct Labor	944,000
IV.	Tools, Materials and Supplies	5,000
V.	Interest Expense	10,000
VI.	Disposal Fee for Material Collected	120,000
	Sub-Total	$1,314,000
VII.	Miscellaneous @ 10%	131,000
VIII.	Agency Administration and Expense (See Exhibit D)	90,000
	Total Annual Cost (Req'd Revenue)	$1,535,000

*See Exhibit C for breakdown of costs

EXHIBIT A. COST BREAKDOWN FOR DISPOSAL DIVISION WITH ONE SITE OPERATION

I. LAND COST - SANITARY LANDFILL SITE

Metro Park East - 400 acres amount due = $237,000

Total Land Cost: $237,000

II. INITIAL SITE DEVELOPMENT

A.	Scale and Entrance Building	$ 61,000
B.	Maintenance Building	$ 87,000
C.	Paving	$ 92,000
D.	Grading	$ 10,000
E.	Landscaping	$ 10,000
F.	Exterior Electrical	$ 17,000
G.	Sanitary Sewer	$ 7,000
H.	Water	$ 12,000
I.	Fencing	$ 9,000
J.	Contingencies	$ 45,000

Total Development $350,000

III. SITE MAINTENANCE

Includes utilities, road material, fencing, seeding and landscaping, drainage, and other miscellaneous site expense. $ 30,000

IV. SITE OPERATION

A. Hours and Days of Operation, Metro Park East

Days	Hrs./Day	Hrs./Wk.	Hrs./Yr.
Monday Thru Friday	10	50	
Sat. & Sun.	8	16	
Total	18	65	2496

B. Equipment Operation

Item	No. Req'd	M	T	W	T	F	S	S	Hrs./Wk	Hrs./Yr.
Dozer	1	12	12	12	12	12	4	4	68	3536
Compactor	1	10	10	10	10	10	4	4	58	3016
Earth Mover	1	8	8	8	8	8			40	2080
Grader	1	4	4	4	4	4			20	1040
									L.S./Yr.	9672

V. EQUIPMENT MAINTENANCE & OPERATION

Item	Hrs. / Yr.	$/Hr.	$/Yr.
A. Dozer	3536	$ 8.50	$30,100
B. Compactor	3016	11.25	33,900
C. Earth Mover	2080	10.00	20,800
D. Grader	1564	6.80	7,100
E. Water truck		L.S.	4,000
F. Dump truck		L.S.	4,000
G. Pick-up truck		L.S.	2,000
H. Tractor/Mower		L.S.	1,000
I. Misc. Equip.		L.S.	5,000
	9672		$107,900

VI. LABOR

A. Wages

Item		Hrs. /Yr.	$/Hr.	$/Yr.
1.	Equip. Operators	9,672	$4.80	$46,400
2.	Laborers, 4 per site @ 2080	8,320	3.72	31,000
3.	Foreman, 1 per site @2080	2,080	5.00	10,400
4.	Gatekeeper/Fee Collector	2,496	3.72	9,300
	Total Wages			$97,100

B. Benefits

29% x Wages (see development for collection labor) $28,200

C. Overtime

6.25% x Wages $ 6,100

Total Labor $131,400

VII. EQUIPMENT PURCHASE & REPLACEMENT (See Schedule - Page 4)

A. Major Equipment

1. Dozers

a. Unit #1 - 2 years old in 1972
Unit #2 - 1 year old in 1972

b. Trade Unit #1 in 1973, for new machine.
New Cost $81,000 less 21,000 = $60,000 replacement

c. Trade Unit #2 in 1975, for new machine.
New cost 81,000 less 21,000 = $60,000 replacement

d. Continue cycle. Trade one unit every 2 years @ $60,000.

2. Compactors

   a. Unit #1 new in 1971.

   b. Purchase unit #2 new in 1973. Keep Unit # 1 as spare.
      New Cost $70,000.

   c. Trade Unit #1 in 1975 for new machine.
      New cost $70,000 less trade 10,000 = $60,000 replacement.

   d. Trade Unit #2 in 1977 for new machine.
      New cost $70,000 less 10,000 = $60,000 replacement.

   e. Continue cycle. Trade one unit every 2 years @ $60,000.

3. Earth Mover

   a. Unit #1 purchased 1970, in used condition.

   b. Purchase Unit #2 in 1972 new.

   c. Trade Unit #1 in 1975, New Cost $125,000
      less old trade @ 10,000 = $115,000 replacement.

   d. Trade Unit #2 in 1978. New Cost $125,000
      less normal trade $45,000 = $80,000 replacement.

B. Minor Equipment

Requirement Items	Cost	Useful Life	Cost/Year
Water truck	$ 5,000	10 years	$ 500
2-1/2 ton truck	6,000	10 years	600
Tractor Mower	3,000	6 years	500
Automobile	3,600	3 years	1,200
Pick-up	3,000	3 years	1,000
Grader (Used)	6,000	5 years	1,200
Misc. equipment	6,000	5 years	1,200
	$29,000		$6,200

Annual replacement cost: $6,200

Exhibit A - ~~Page 3~~

DISPOSAL EQUIPMENT REPLACEMENT SCHEDULE

ONE SITE OPERATION

MAJOR EQUIPMENT

YEAR	DOZERS	COMPACTORS	EARTH MOVERS	SUB TOTAL MAJOR EQUIPMENT	MINOR EQUIP-MENT	TOTAL EQUIP-MENT	FUND BALANCE* 130,000**
72			125,000	125,000	6,200	131,200	98,800
3	60,000	70,000		130,000	6,200	136,200	62,600
4				0	6,200	6,200	156,400
5	60,000	60,000	115,000	235,000	6,200	241,200	15,200
6				0	6,200	6,200	109,000
7	60,000	60,000		120,000	6,200	126,200	82,800
8			80,000	80,000	6,200	86,200	96,600
9	60,000	60,000		120,000	6,200	126,200	70,400
80				0	6,200	6,200	164,200
81	60,000	60,000	80,000	200,000	6,200	206,200	58,000
82				0	6,200	6,200	151,800
83	60,000	60,000		120,000	6,200	126,200	125,600
84			80,000	80,000	6,200	86,200	139,400
85	60,000	60,000		120,000	6,200	126,200	113,200
86				0	6,200	6,200	207,000
87	60,000	60,000	80,000	200,000	6,200	206,200	100,800
88				0	6,200	6,200	194,600
89	60,000	60,000		120,000	6,200	126,200	168,400
90			80,000	80,000	6,200	86,200	182,200
91	60,000	60,000		120,000	6,200	126,200	156,000
				1,850,000	124,000	1,974,000	

*Balance in fund at year end. Represents accumulated remainder from initial funding of $130,000 + annual payment of $100,000 less equipment purchased.

**Initial funding $130,000

EXHIBIT B. COST BREAKDOWN FOR DISPOSAL DIVISION WITH TWO SITE OPERATION

I. LAND COST - SANITARY LANDFILL SITES.

A.	Metro Park East 400 acres amount due =	$237,000	
B.	Metro Park West 240 acres @ $1,800 =	$415,000	
	Total Land Cost:		$652,000

II. INITIAL SITE DEVELOPMENT

A. Metro Park East

1.	Scale and Entrance Building	$ 61,000	
2.	Maintenance Building	$ 87,000	
3.	Paving	$ 92,000	
4.	Grading	$ 10,000	
5.	Landscaping	$ 10,000	
6.	Exterior Electrical	$ 17,000	
7.	Sanitary Sewer	$ 7,000	
8.	Water	$ 12,000	
9.	Fencing	$ 9,000	
10.	Contingencies	$ 45,000	
	Total Development - East		$350,000

B. Metro Park West

Assume the same as East	$350,000
Total Initial Site Development	$700,000

III. SITE MAINTENANCE

Includes utilities, road material, fencing, seeding and landscaping, drainage and other miscellaneous site expense 2 @ $30,000 = $ 60,000

IV. SITE OPERATION

A. Hours and Days of Operation

1. Site A.

Days	Hrs. /Day	Hrs. /Wk.	Hrs. /Yr.
Monday thru Friday	8	40	
Saturday and Sunday	0	0	
Total		40	2080

2. Site B

Days	Hrs./Day	Hrs./Wk.	Hrs./Yr.
Monday thru Friday	10	50	
Saturday and Sunday	8	16	
Total		65	2496
Total Sites A & B			4576

B. Equipment Operation

1. Site A

Item	No. Req'd	M	T	W	T	F	S	S	Hrs/Wk.	Hrs/Yr.
Dozer	1	7	7	7	7	7			35	1820
Compactor	1	7	7	7	7	7			35	1820
Earth Mover	1	7	7	7	7	7			35	1820
Grader	1	3	3	3	3	3			15	782
Other Equip.									L.S./Yr.	

2. Site B

Item	No. Req'd	M	T	W	T	F	S	S	Hrs/Wk.	Hrs/Yr.
Dozer	1	7	7	7	7	7	3	3	41	2132
Compactor	1	7	7	7	7	7	3	3	41	2132
Earth Mover	1	7	7	7	7	7			35	1820
Grader	1	3	3	3	3				15	782
Other Equip.									L.S./Yr.	

3. Total Sites A & B

Item	Site A	Site B	Total A & B	Pieces of Equip.	Avg. Hrs. Per Each
Dozer	1820	2132	3952	2	1976
Compactor	1820	2132	3952	2	1976
Earth Mover	1820	1820	3640	2	1820
Grader	782	782	1564	2	782

V. EQUIPMENT MAINTENANCE & OPERATION

	Item	Hrs./Yr.	$/Hr.	$/Yr.
A.	Dozer	3952	$ 8.50	$33,600
B.	Compactor	3952	11.25	44,500
C.	Earth Mover	3640	10.00	36,400
D.	Grader	1564	6.80	10,600
E.	Water truck		L.S.	4,000
F.	Dump truck		L.S.	4,000
G.	Pick-up truck		L.S.	2,000
H.	Tractor/mower		L.S.	1,000
I.	Misc. Equip.		L.S.	5,000
	Total	13,108		$141,100

VI. LABOR

A. Wages

	Item	Hrs./Yr.	$/Hr.	$/Yr.
1.	Equip. Operators	13,108	$4.80	$62,900
2.	Laborers, 4 per site @ 2080	16,640	3.72	61,900
3.	Foreman, 1 per site @ 2080	4,160	5.00	20,800
4.	Gatekeeper/Fee Collector	4,576	3.72	17,000
	Total Wages	38,484	$4.31	$162,600

B. Benefits

29% x Wages (see development for collection labor) $ 47,200

C. Overtime

6.25% x Wages $ 10,200

Total Labor $220,000

VII. EQUIPMENT PURCHASE AND REPLACEMENT

(See Disposal Equipment Replacement Schedule)

A. Major Equipment

1. Dozers:
   - a. Unit #1 - 2 years old in 1972
     Unit #2 - 1 year old in 1972
   - b. Replace unit #1 in 1973, with new machine. Keep existing unit #1 as spare. New cost $81,000.
   - c. Next replacement of unit #1 in 1976, with old spare as trade-in. New cost $81,000 less spare @ $16,000 = $65,000 replacement cost.
   - d. Continue replacements at 3 year increments in 1979, 1982 etc.
   - e. Replace unit #2 in 1974. Same pattern and costs as unit #1 except 1 year later.

2. Compactors:

a. Unit #1 New in 1971.
Unit #2 to be purchased new in 1972.

b. Replace unit #1 in 1974 with new machine. Keep existing unit #1 as a spare. New cost $70,000.

c. Next replacement of unit #1 in 1977, with old spare as trade-in. New costs $70,000 less spare @ $10,000 = $60,000 replacement cost.

d. Continue replacements at 3 year increments in 1980, 1983 etc.

e. Replace unit #2 in 1975. Same pattern and costs as unit #1 except 1 year later.

3. Earth Movers:

a. Unit #1 - purchased in 1970, in used condition.
Unit #2 - to be purchased in 1972, in used condition.

b. Replace unit #1 in 1974, with new machine. Keep existing #1 as spare. New cost $125,000.

Next replacement in 1978, with old spare for trade-in. New cost $125,000 less trade-in of old spare, $10,000, equals replacement cost $115,000.

Next replacement of unit #1 in 1982, with normal trade-in. New cost $125,000 less trade $45,000 equals $80,000 replacement cost. Continue trades @ 4 years for $80,000 replacement cost.

c. Replace unit #2 in 1976, with new machine. Keep existing #2 as a spare. Cost similar to unit #1 in b above.

1976	$125,000
1980	$115,000
1984	$ 80,000

B. Minor Equipment

1. New Purchase - Second Site

Required Items	Comment	Cost
Water truck	need tank only	$1,000
2-1/2 ton truck	on hand	0
Tractor/Mower	need	3,000
Automobile	on hand	0
Pick-up truck	on hand	0
Grader	need (used)	6,000
Misc. Equipment	need	6,000
Total New Purchase		$16,000

2. Annual Replacement Cost

Required Items	Cost	Useful Life	Cost/Year
Water truck	$ 5,000	10 years	$ 500
2-1/2 ton truck	6,000	10 years	600
Tractor mower	3,000	6 years	500
Automobile	3,600	3 years	1,200
Pick-up	3,000	3 years	1,000
Grader (Used)	6,000	5 years	1,200
Misc. equipment	6,000	5 years	1,200
	$29,000		$6,200

Total annual replacement 2 sites @ $6,200 = $12,400/Year.

DISPOSAL EQUIPMENT REPLACEMENT SCHEDULE

	MAJOR EQUIPMENT						
	DOZERS	COMPACTORS	EARTH MOVERS	SUB TOTAL MAJOR EQUIPMENT	MINOR EQUIP-MENT	TOTAL EXPENDI-TURES	FUND BAL-ANCE ***
							340,000**
72		70,000*	50,000*	120,000	28,400****	148,400	191,600
3	81,000	-	-	81,000	12,400	93,400	238,200
4	81,000	70,000	125,000	276,000	12,400	288,400	89,800
5	-	70,000	-	70,000	12,400	82,400	147,400
6	65,000	-	125,000	190,000	12,400	202,400	85,000
7	65.000	60,000	-	125,000	12,400	137,400	87,600
8	-	60,000	115,000	175,000	12,400	187,400	40,200
9	65,000	-	-	65,000	12,400	77,400	102,800
80	65,000	60,000	115,000	240,000	12,400	252,400	-(9600)
81	-	60,000	-	60,000	12,400	72,400	58,000
82	65,000	-	80,000	145,000	12,400	157,400	40,600
83	65,000	60,000	-	125,000	12,400	137,400	43,200
84	-	60,000	80,000	140,000	12,400	152,400	30,800
85	65,000	-	-	65,000	12,400	77,400	93,400
86	65,000	60,000	80,000	205,000	12,400	217,400	16,000
87	-	60,000	-	60,000	12,400	72,400	83,600
88	65,000	-	80,000	145,000	12,400	157,400	66,200
89	65,000	60,000	-	125,000	12,400	137,400	68,800
90	-	-	80,000	80,000	12,400	92,400	116,400
91	65,000	60,000	-	125,000	12,400	137,400	119,000
92	65,000	60,000	80,000	205,000	12,400	217,400	41,600

*New Purchases for second site.

**Initial funding $200,000 +$140,000 Annual = $340,000

*** Balance in fund at year end. Represents accumulated remainder from initial funding & annual payment less equipment purchased.

****$16,000 new purchase for second site + 12,400 annual minor equipment replacements = $28,400

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EXHIBIT C. COST BREAKDOWN FOR COLLECTION DIVISION

I. EQUIPMENT REPLACEMENT

A. Packer Trucks

1. Basis:

   a. Assume chasis replaced in 4 years. The chasis to be kept for spares and for parts. Later when all active trucks of that model are retired, all remaining units are disposed of as salvage or scrap.

   b. Assume packer bodies are moved to new chasis after 4 years and replaced after 8 years. Bodies replaced are kept for spares and parts. Eventually the units are disposed of as salvage or scrap.

2. Costs:

   a.

Tandem axel 25 C.Y. Capacity	
Chasis: New @ 11,600 ÷ 4 years	$2,900/Yr.
Bodies: New @ 8,500 ÷ 8 years	$1,070/Yr.
$20,100	$3,970/Yr.

   b.

Single Axel 16 C.Y. Capacity	
Chasis: New @ $7,900 ÷ 4 years	$1,980/Yr.
Bodies: New @ $6,500 ÷ 8 years	820/Yr.
$14,400	$2,800/Yr.

3. Fleet Requirements:

16 units (25 C.Y.) @ $3,970/Year	$63,500/Yr.
8 units (16 C.Y.) @ 2,800/Year	22,400/Yr.
Total Packer Trucks	$85,900/Yr.

(Spares are included in these figures thru the elimination of trade-in values. There will be some salvage value and this value will offset by the expense of moving bodies to new chasis).

$85,900 ÷ 24 = $3,580/Yr./Avg. Unit
3,580 ÷ 2080 = $ 1.72/Hr.

B. Other Equipment

1. Pickup truck, foremen, 4 required.
   $3,000 new less trade @ $500 = $2,500
   Replace @ 3 years. $2,500 ÷ 3 = $830/Yr. Ea.
   4 @ $830 = $ 3,300/Yr.

2.	Automobile, Asst. Super. 1 each $3,600 less $600 = $3,000 each. Replace after 3 years $3,000 ÷ 3 =	$1,000/Yr.	
	Total Other	$4,300/Yr.	

C. Total Equipment Replacement Cost

1.	Packer Trucks	$85,900/Yr.	
2.	Other	4,300/Yr.	
		$90,200/Yr.	

D. Equipment Replacement Fund

See equipment schedule	$90,000/Yr.	

II. EQUIPMENT MAINTENANCE AND REPAIR

A. Fuel

1.	Fuel cost 225000 gal/yr. @ 23¢ =	$51,700	
2.	Dispensing @ 07¢ =	$15,800	
	Total Fuel		$67,500

B. Tires

1. Replace one set @ 2 years; therefore, one set purchased in 4 year design life.

16 tandum @ 10 tires =	160
8 single @ 6 tires =	48
Tires total one set	208

208 ÷ 4 yrs. = 52 tires/yr.

	52 @ $50.00 each =	$ 2,600	
2.	Flat repair @ $450/month	$ 5,400	
3.	Miscellaneous	$ 1,000	
	Total Tires		$ 9,000

C.	Towing $110/month x 12	$ 1,300
D.	Washing 26 trucks x 52 weeks @ $8.50	11,500

E.	Repair			
	1.	Clutch: Sublet $135 ea. @ 6 mo.	$270/Yr.	
	2.	Brakes: Sublect $225 ea. for one complete brake job. Assume equivalent of one complete job @ 18 mo. 3 @ $225/4 yrs.	$170/Yr.	
	3.	Transmission: Sublet $300 ea. Assume 3 @ $300/4 yrs.	$225/Yr.	
	4.	Engine: Rebuild with short block Sublet @ $575 ea/ 4 yrs.	$145/Yr.	
		Misc. repair & tune-up	$100/Yr.	
			$245/Yr.	
	5.	Body:	$100/Yr.	
	6.	Miscellaneous	$200/Yr.	
		Subtotal	$1,210/Yr.	
	24 trucks + 2 spares = 26 @ $1,210			$31,500
F.	Service			
	1.	Material:		
		Oil 22 qts. /mo @$.20 x 12 mo.	$53.00	
		Filters 2 ea/mo. @ $2.00 x 12	48.00	
		Hydraulic oil 2 gal/mo. @ .60 x 12	14.00	
		Grease	12.00	
		Antifreeze	20.00	
		Sub total material	$147.00	
	2.	Labor		
		4 MH/mo. @ $6.00 x 12	$288.00	
		Sub total	$435.00	
		24 trucks + 2 spares = 26 @ $435.00		$11,300
G.	Misc. Maintenance @ 10%			13,200
		Total Maintenance and Repair/Year		$145,300

III. LABOR

A. Wages

	Class	Men	$/Hr.	Cost/Hr.
1.	Drivers	24	$4.00	$ 96.00
2.	Collectors	48	3.80	182.40
3.	Foremen	4	4.71	18.84
4.	Dispatcher	1	3.80	3.80
5.	Relay Driver	1	3.90	3.90
6.	Ass't Super.	1	5.05	5.05
		79		$309.99

Average Wage 309.99 ÷ 79 = $3.92/Hr.	
2080 Hrs/Yr. @ $3.92 =	$8,154

B. Benefits (Based on Average Man @ $8,154/Yr.)

1.	Social Security	$468	
2.	IPERS (State Retirement)	273	
3.	Health & Accident	392	
4.	Workman's Comp. @ 2.5%	202	
5.	Paid Leave		

a.	Vacation	(2 weeks)		
b.	Sick Leave	(2 weeks)		
c.	Holiday	(1.6 weeks)		
d.	Other	(1.6 weeks)		
		7.2 weeks) = 13.8%	1,030	
		Total Benefits		$2,365

($2,365.00 Benefits ÷ $8,154 annual wages = 29.0%)

C. Overtime

1. Weather
2.0 Hrs. x 5 days = 10 hrs. /occurrence
10 Hrs. x 6 occurrences @ 1.5 = 90 Hrs.

2. Holiday
2.0 Hrs. x 5 days - 10 Hrs. /occurrence
10 x 8 holidays @ 1.5 - 120 Hrs.
plus 4 hrs. x 8 holidays 32 Hrs.
Subtotal Holidays 152 Hrs.

3. **Miscellaneous** **59 Hrs.**

4. **Total Overtime**

Weather	**90**	
Holiday	**152**	
Misc.	**59**	
Total	**301 Hrs. /man @ $3.92 =**	**$1,180**

D. Total Direct Labor

1.	**Wages**	**$8,154**		
2.	**Benefits**	**2,365**		
3.	**Overtime**	**1,180**		
		$11,699		
4.	**Basic Crew 79 men @ $11,699 =**		**$925,000**	
5.	**Standby crew @ 2% Basic**		**19,000**	
	Total Direct Labor			**$944,000**

COLLECTION EQUIPMENT REPLACEMENT SCHEDULE

YEAR	BODY 25	BODY 16	BODY $	CHASIS 25	CHASIS 16	CHASIS $	TOTAL $/YR	TOTAL $ACCUM	MISC. VEH. $	TOTAL PACKER + MISC.$	ACCUM. TOTAL EQUIP.$	FUND BAL. AT END OF YR.
1972					7	55,300	55,300	55,300	4,300	59,600	59,600	30,400
1973							0	55,300	4,300	4,300	63,900	116,100
1974							0	55,300	4,300	4,300	68,200	201,800
1975					9	71,100	71,100	126,400	4,300	75,400	143,600	216,400
1976	8		68,000	16		185,600	253,600	380,000	4,300	257,900	401,500	48,500
1977							0	380,000	4,300	4,300	405,800	134,200
1978							0	380,000	4,300	4,300	410,100	219,900
1979		8	52,000		8	63,200	115,200	495,200	4,300	119,500	529,600	190,400
1980	8		68,000	16		185,600	253,600	748,800	4,300	257,900	787,500	22,500
1981							0	748,800	4,300	4,300	781,800	108,200
1982							0	748,800	4,300	4,300	796,100	193,900
1983					8	63,200	63,200	812,000	4,300	67,500	863,600	216,400
1984	8		68,000	16		185,600	253,600	1,065,600	4,300	257,900	1,121,500	48,500
1985							0	1,065,600	4,300	4,300	1,125,800	134,200
1986							0	1,065,600	4,300	4,300	1,130,100	219,900
1987		8	52,000		8	63,200	115,200	1,180,800	4,300	119,500	1,249,600	190,400
1988	8		68,000	16		185,600	253,600	1,434,400	4,300	157,900	1,407,500	122,500
1989							0	1,434,400	4,300	4,300	1,411,800	208,200
1990							0	1,434,400	4,300	4,300	1,416,100	293,900
1991					8	63,200	63,200	1,497,600	4,300	67,500	1,483,600	316,400

~~Exhibit C-Page 6~~
~~Document VII-3w~~
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EXHIBIT D. AGENCY ADMINISTRATION AND EXPENSE

	Item	Amount	%	Collection Amount	%	Disposal Amount
1.	Wages - Administrative					
	Director	$21,100	50	$10,600	50	$10,500
	Office Manager/Secretary	8,500	50	4,200	50	4,300
	General Superintendent	13,200	50	6,600	50	6,600
	Project Engineer	12,500	50	6,300	50	6,200
	Cashier	7,800			100	7,800
	Billing Clerk	5,800	10	600	90	5,200
		8,400	90	7,600	10	800
	Sub total	$77,300	46	$35,900	54	$41,400
2.	Payroll taxes (Admin. Personnel) (Soc. Sec. @ 5.2% on $9.000 plus Ipers @ 3.5% on $7,800)	$ 4,800	46	$ 2,200	54	$ 2,600
3.	Workman's Comp. @ .57% Avg. (Admin. Personnel)	400	46	200	54	200
4.	Health & Accident Ins. (Admin. Personnel)	2,800	46	1,300	54	1,500
5.	Tel., Print, Post & Supplies	3,000	60	1,800	40	1,200
6.	Automobiles (2) Maint. & Depreciation	3,400	50	1,700	50	1,700
7.	Travel	1,000	50	500	50	500
8.	Public Relations	2,000	50	1,000	50	1,000
9.	Miscellaneous	3,000	50	1,500	50	1,500
10.	Rent	18,000	100	18,000		*
11.	Insurance PL & PD, LIAB, UMBR	30,500	85	26,000	15	4,500
	Total Agency OH, Adm. & Exp.	.$146,200		$90,100		$56,100

* Until headquarters are constructed, the interest earned on $123,000 for Headquarters construction funds in disposal bond issue to return $6000 ± to be used for rentals for disposal division.

DOCUMENT VII-4

A RESOLUTION AUTHORIZING THE ACQUISITION AND CONSTRUCTION OF TWO SANITARY LANDFILL SITES AND EQUIPMENT THEREFOR AND THE ACQUISITION OR CONSTRUCTION OF AN ADMINISTRATIVE BUILDING ON LAND ACQUIRED FOR SUCH PURPOSES BY THE DES MOINES METROPOLITAN AREA SOLID WASTE AGENCY AND AUTHORIZING THE ISSUANCE OF SOLID WASTE DISPOSAL REVENUE BONDS IN A PRINCIPAL AMOUNT OF $2,000,000 TO FINANCE THE COST THEREOF AND PROVIDING FOR THE RIGHTS, REMEDIES AND SECURITY OF THE HOLDERS OF SAID BONDS.

WHEREAS, various municipalities (hereinafter referred to as "Member Municipalities") have entered into an Ingergovernmental Agreement pursuant to the provisions of Chapter 28E, Code of Iowa, 1971, for the purpose of creating the Des Moines Metropolitan Area Solid Waste Agency (hereinafter referred to as "Agency"); and

WHEREAS, the Agency was created for the purpose of providing such Member Municipalities with the economical collection and disposal of Solid Waste, as defined herein, produced or generated within said Member Municipalities or for the purpose of providing disposal facilities for such Solid Waste; and

WHEREAS, under the terms and providions of said Intergovernmental Agreement two classes of membership were established, a full membership and a limited membership. The distinction between these memberships is as follows:

(a) A Member Municipality which designates full membership in the Agency participates in the collection and the disposal functions of the Agency.

(b) A Member Municipality which designates limited membership in the Agency participates only in the disposal functions of the Agency; and

WHEREAS, the Agency has heretofore entered into a Solid Waste Disposal Service Contract with each of the Member Municipalities under which each of the Member Municipalities has agreed to a limited membership in the Agency, except for the Member Municipality, the City of Des Moines, which has also accepted the collection service of the Agency, as further detailed in the subsequent paragraph, and each Member Municipality pursuant to said Solid Waste Disposal Service Contract has convenanted and agreed to accept and use the disposal facilities of said Agency, and to pay its proportionate share of (1) the cost of the operation and maintenance of such disposal facilities, (2) the principal of and interest on the Bonds issued pursuant to this Resolution and (3) all reserve, renewal and replacement fund or other funds provided for in this Resolution, as long as the Bonds so authorized are outstanding and unpaid. By the terms of said Solid Waste Disposal Service Contract no Member Municipality may terminate its obligations and commitments thereunder so long as the Bonds issued pursuant to this Resolution are outstanding or unpaid; and

WHEREAS, the Agency has heretofore entered into a contract with the Member Municipality, the City of Des Moines, pursuant to which such Member Municipality has covenanted and agreed to accept and use the collection facilities made available by the Agency for the collection of its Solid Waste and has obligated itself to pay the cost of the operation and maintenance of said collection facilities and all other costs and expenses incurred by the Agency in providing such collection facilities; and

WHEREAS, in order to carry out the aforesaid purposes of providing for disposal facilities, the Agency must acquire and construct two sanitary landfill sites and equipment therefor and acquire or construct an administrative building on land acquired for that purpose together with all other purposes necessary, incidental and appurtenant thereto at an estimated cost of $2,000,000; and

WHEREAS, Chapter 28F, Code of Iowa, 1971, authorizes agencies created pursuant to Chapter 28E, Code of Iowa, 1971, to issue revenue bonds for the purpose of financing the cost of such disposal facilities; and

WHEREAS, each of said Member Municipalities has by proceedings duly authorized and adopted consented and agreed to the issuance of the Bonds herein authorized and to all conditions, provisions and covenants of this Resolution.

NOW, THEREFORE, BE IT RESOLVED BY THE DES MOINES METROPOLITAN AREA SOLID WASTE AGENCY AS FOLLOWS:

ARTICLE I

STATUTORY AUTHORITY AND FINDINGS

Section 1.01. AUTHORITY OF THIS RESOLUTION. This resolution (hereinafter referred to as "Resolution") is adopted pursuant to the provisions of Chapter 28F, Code of Iowa, 1971 and other applicable provisions of law.

Section 1.02. FINDINGS. It is hereby found, determined and declared as follows:

(A) That the Des Moines Metropolitan Area Solid Waste Agency was created by agreement pursuant to Chapter 28E, Code of Iowa, 1971, for the purpose of providing the economic collection and disposal of solid waste or for disposal only of such solid waste as determined by each Member Municipality as evidenced by their service contract entered into by and between said Member Municipality and said Agency, as more fully described in the preambles hereof.

(B) That the acquisition and construction of two sanitary landfill sites and equipment necessary therefor and the acquisition or construction of an administrative building on land acquired for such purposes (hereinafter referred to as the "Project"), is essential for the economical disposal of Solid Waste and is necessary for the protection of the health, safety and welfare of the inhabitants of each of said Member Municipalities.

(C) That the Agency will derive revenues, as defined in Section 1.04 hereof, from the operation of the Project and that the revenues derived from the operation of the Project are not presently pledged or encumbered in any manner.

(D) That there is hereby authorized the acquisition and construction of two sanitary landfill sites and equipment necessary for the disposal of solid waste and the acquisition or construction of an administrative building on land acquired for such purposes for said Agency and all other purposes necessary, incidental, desirable or appurtenant thereto, all substantially in accordance with the plans and specifications prepared by Henningson, Durham and Richardson, Inc., Omaha, Nebraska, at an estimated cost of not exceeding $2,000,000. Such cost shall be deemed to include but not be limited to administrative expenses, acquisition and construction costs, engineering, fiscal or financial and legal expenses, surveys, plans and specifications, interest maturing on said Bonds prior to, during and for one year after the completion of said construction and acquisition of said Project, initial reserve funds, if any, acquisition of real and personal property and such other costs as are necessary and incidental to the acquisition and construction of the Project and the financing thereof.

(F) That the Agency shall fix, establish and maintain such rates, tolls, fees, rentals or other charges and collect the same from the Member Municipalities and from any person, firm, corporation or public body using the services and facilities of the Project in amounts sufficient to make all the required payments under the provisions of this Resolution.

(G) That the estimated revenues to be derived from said Project will be sufficient to pay all costs of the operation and maintenance of said Project, all of the principal of and interest on the Bonds authorized as the same shall become due, and all reserves and other payments provided for herein.

(H) That the principal of and interest on the Bonds to be issued pursuant to this Resolution and all of the reserve and other payments provided therefor, will be paid solely from the revenues derived by the Agency from the operation of said Project. The Agency will never be authorized to levy taxes on any real or personal property in the Member Municipalities to pay the cost of the operation and maintenance of the Project, the principal of and interest on the Bonds authorized by this Resolution, or to make any reserve or other payments provided therefor, and the Bonds authorized by this Resolution shall be payable solely from the revenues derived from the operation of the Project as provided herein.

The revenues derive by the Agency from the operation of its collection facilities are not pledged in any manner to the payment of the Bonds authorized by this Resolution or to any of the funds or accounts created herein, but are payable solely from the revenues derived by the Agency from the operation of the Project, as defined in Section 1.04 hereof.

Section 1.03. RESOLUTION TO CONSTITUTE CONTRACT. In consideration of the acceptance of the Bonds authorized to be issued hereunder by those who shall hold the same from time to time, this Resolution and any subsequent resolution amending or superseding this Resolution shall be deemed to be and shall constitute a contract between the Agency and such Bondholders and the covenants and agreements herein or hereafter set forth to be performed by said Agency shall be for the equal benefit, protection and security of the legal holders of any and all of such Bonds and the coupons attached hereto, all of which shall be of equal rank and without preference, priority, or distinction of any of the Bonds or coupons over any other thereof, except as expressly provided therein and herein.

Section 1.04. DEFINITIONS. That as used in this Resolution the following terms shall have the following meanings:

A. "Agency" shall mean the Des Moines Metropolitan Area Solid Waste Agency, a public body corporate and politic and separate legal entity of the State of Iowa.

B. "Project" shall mean the two (2) sanitary landfill sites and an administrative building to be acquired and constructed by the Agency from the proceeds of the Bonds issued pursuant to this Resolution, together with any and all additions, extensions and improvements hereafter made to said Project from any sources whatsoever, and shall include without being limited to, equipment for the disposal of solid waste, either residential, commercial or industrial and all lands and interest therein, plants, buildings, machinery, pipes, fixtures, equipment, and all property real or personal, tangible or intangible, now or hereafter owned or used in connection with said Project.

C. "Bonds" shall mean the Solid Waste Disposal Revenue Bonds, originally authorized to be issued pursuant to this Resolution, together with any pari passu additional Bonds hereafter issued under the terms, limitations and conditions provided herein, and the interest coupons appertaining to said Bonds.

D. "Holder of Bonds" or "Bondholder" or any similar term, shall mean any person who shall be the bearer or owner of any outstanding Bond or Bonds registered to bearer or not registered, or the registered owner of any outstanding Bond or Bonds which shall at the time be registered other than to bearer, or of any coupons representing interest accrued or to accrue on said Bonds.

E. "Board" shall mean the Agency Board, the governing body of the Des Moines Metropolitan Area Solid Waste Agency.

F. "Revenues" or "Gross Revenues" shall mean all rates, tolls, fees, rentals or other charges or other income received by the Agency or accrued to the Agency from the operation of said Project, including those payments received by the Agency from the Member Municipalities under the provisions of the Solid Waste Disposal Service Contract, and shall also include the investment income derived from the investment and reinvestment of moneys on deposit in the Sinking Fund, including the Interest Account, Principal Account and the Reserve Account therein, the Renewal and Replacement Fund and the Surplus Fund created and established by the terms and provisions of this Resolution.

G. "Operating Expenses" shall mean the current expenses, paid or accrued, of operation, maintenance and ordinary current repairs of said Project and its facilities and shall include, without limiting the generality of the foregoing, insurance premiums, administrative expenses of the Agency relating solely to the Project, any payments due under any contract with other public bodies or private persons, firms or corporations for the furnishing to the Agency of services in the disposal of solid waste, and such other reasonable current expenses as shall be in accordance with sound accounting practice. "Operating Expenses" shall not include any allowance for depreciation.

H. "Net Revenues" shall mean the Gross Revenues, as defined in subsection F. above, remaining after deduction of operating expenses, as defined in subsection G. above.

I. "Consulting Engineers" shall mean a consulting engineer or firm of consulting engineers nationally known and recognized in connection with the construction and operation of sanitary sites, retained by the Agency to perform the duties for such Consulting Engineers provided in this Resolution.

J. "Financial Advisor" shall mean a person, firm, or corporation, nationally known and recognized in state, municipal and public finance, retained by the Agency to perform the duties provided herein for such Financial Advisor.

K. "Member Municipalities" shall mean the following County, Cities, and Towns which are members of the Agency pursuant to the agreement, as amended from time to time, creating the Agency and any additional Counties, Cities and Towns which may hereafter join the Agency:

City of Ankeny, City of Altoona, City of Carlisle,
City of Clive, City of Des Moines, City of Pleasant
Hill, City of Urbandale, City of West Des Moines
and City of Windsor Heights.

Town of Bondurant, Town of Elkhart, Town of Grimes,
Town of Mitchellville, Town of Polk City and Town
of Runnells.

County - Polk County.

L. "Service Contracts" shall mean the Solid Waste Disposal Service Contracts entered into by the Member Municipalities and the Agency.

M. "Solid Waste" shall mean garbage, refuse, rubbish, and other similar discarded solid or semisolid materials, including but not limited to such materials resulting from industrial, commercial, agricultural, and domestic activities, but does not include hazardous materials as defined now or as may hereafter be defined by the State Health Department or any agency thereof or any successor Agency. Solid Waste may also include motor vehicles, as defined by the Iowa Code but the Board shall have the right to exclude from the Project the disposition of motor vehicles if the Board determines that such motor vehicles cannot be disposed of in an economical manner.

N. Words importing singular number shall include the plural number in each case and vice versa, and words importing persons shall include firms and corporations.

ARTICLE II

AUTHORIZATION, TERMS, EXECUTION AND REGISTRATION OF BONDS

Section 2.01. AUTHORIZATION AND TERMS OF BONDS. For the purpose of financing the cost of establishing, constructing and acquiring said Project and all other purposes necessary, appurtenant or incidental thereto, as authorized by this Resolution, there shall be issued negotiable Solid Waste Disposal Revenue Bonds of the Des Moines Metropolitan Solid Waste Agency in the aggregate principal amount of Two Million Dollars ($2,000,000), which Bonds shall be in the denomination of $5,000 each, numbered consecutively in numerical order from 1 to 400, both inclusive, shall bear interest at not exceeding the maximum legal rate of interest at the time of the sale of said Bonds, such interest being payable seimannually on October 1 and April 1 in each year, payable as to both principal and interest at such place or places of payment, within or without the State as shall hereafter be determined by resolution of the Board, in lawful money of the United States of America, and shall be registrable as to principal only. The Bonds shall mature serially in numberical order on October 1 of each year in the years and amounts as follows:

Year	Amount	Year	Amount
1973	$ 95,000	1981	$135,000
1974	95,000	1982	145,000
1975	100,000	1983	150,000
1976	105,000	1984	160,000
1977	115,000	1985	165,000
1978	120,000	1986	175,000
1979	125,000	1987	185,000
1980	130,000		

The Bonds maturing in the years 1973 to 1982, both inclusive, shall not be redeemable prior to their stated dates of maturity.

The Bonds maturing in the years 1983 to 1987, both inclusive, shall be redeemable prior to their stated dates of maturity, at the option of the Agency, in whole or in part, but in inverse numerical order if less than all, on October 1, 1982, or on any interest payment date thereafter, at the price of par and accrued interest to the date of redemption.

Section 2.02. EXECUTION OF BONDS AND COUPONS. Said Bonds shall be executed in the name of the Agency by the manual or facsimile signature of the Chairman and the corporate seal of the Agency shall be affixed, imprinted or otherwise reproduced thereon and attested by the manual or facsimile signature of the Secretary; however, at least one signature of said officials who execute said Bonds must be manual. In case any one or more of the officers who shall have signed or sealed any of the Bonds shall cease to be such officer of the Agency before the Bonds so signed and sealed have been actually sold and delivered, such Bonds may nevertheless be sold and delivered as herein provided and may be issued as if the person who signed or sealed such Bonds had not ceased to hold such office. Any Bond may be signed and sealed on behalf of the Agency by such person as to the actual time of the execution of such Bonds shall hold the proper office in the Agency, although at the date of such Bonds such person may not have held such office or may not have been so authorized.

The coupons to be attached to the Bonds shall be authenticated with the facsimile signatures of the present or any future Chairman and Secretary of the Agency and the Agency may adopt and use for that purpose the facsimile signature of any person who shall have been such Chairman or Secretary at any time on or after the date of the Bonds notwithstanding that he may have ceased to be such Chairman or Secretary at the time when said Bonds shall be actually sold and delivered.

Section 2.03. NEGOTIABILITY. The Bonds shall be, and have all of the qualities and incidents of, negotiable instruments under the Uniform Commercial Code - Investment Securities Law of the State of Iowa, and each successive holder in accepting any of said Bonds or the coupons appertaining thereto shall be conclusively deemed to have agreed that such Bonds shall be and have all of the qualities and incidents of negotiable instruments under the Uniform Commercial Code - Investment Securities Law of the State of Iowa, and each successive holder shall further be conclusively deemed to have agreed that said Bonds shall be incontestable in the hands of a bona fide holder for value.

Section 2.04. BONDS MUTILATED, DESTROYED, STOLEN OR LOST. In case any Bonds shall become mutilated or be destroyed, stolen or lost, the Agency may in its discretion issue and deliver a new Bond with all unmatured coupons, if any, so mutilated, destroyed, stolen or lost, in exchange and substitution for such mutilated Bond, and upon surrender and cancellation of such mutilated Bond and attached coupons, if any, or in lieu of or substitution for the Bond and attached coupons, if any, destroyed, stolen or lost, and upon the holder furnishing the Agency proof of his ownership thereof and satisfactory indemnity and complying with such other reasonable regulations and conditions as the Agency may prescribe and paying such expenses as the Agency may incur. All Bonds and coupons so surrendered shall be cancelled by the Secretary and held for the account of the Agency. If such Bond or coupon shall have matured or be about to mature, instead of issuing a substituted Bond or coupon, the Agency may pay the same, upon being indemnified as aforesaid, and if such Bond or coupon be lost, stolen or destroyed, without surrender thereof.

Any such duplicate Bonds and coupons issued pursuant to this Section shall constitute original, additional contractual obligations on the part of the Agency, whether or not the lost, stolen or destroyed Bonds or coupons be at any time found by any one, and such duplicate Bonds and coupons shall be entitled to equal and proportionate benefits with all other Bonds and coupons issued hereunder.

Section 2.05. FORM OF BONDS AND COUPONS. The text of the Bonds and coupons shall be of substantially the following tenor, with such omissions, insertions and variations as may be necessary and desirable and authorized or permitted by this Resolution or any subsequent resolution adopted prior to the issuance thereof:

NO. $5,000

UNITED STATES OF AMERICA
STATE OF IOWA
DES MOINES METROPOLITAN AREA SOLID WASTE AGENCY
SOLID WASTE DISPOSAL REVENUE BOND

KNOW ALL MEN BY THESE PRESENTS, that Des Moines Metropolitan Area Solid Waste Agency, a public body corporate and politic and separate legal entity of the State of Iowa, for value received, hereby promises to pay to the bearer or, if this Bond be registered, to the registered holder as herein provided, on the first day of October, 19 , solely from the revenues, hereinafter mentioned, the principal sum of FIVE THOUSAND DOLLARS with interest thereon at the rate of per centum (%) per annum, payable semi-annually on the first day of and the first day of of each year, upon the presentation and surrender of the annexed coupons as they severally fall due. Both principal of and interest on this Bond are payable at in lawful money of the United States of America.

This Bond is one of an authorized issue of Bonds in the aggregate principal amount of not exceeding $2,000,000 of like date, tenor, and effect, except as to number, date of maturity (and interest rate), issued for the purpose of financing the cost of the construction and acquisition of two (2) sanitary landfill sites together with the acquisition or construction of an administrative building on land acquired for such purpose and the acquisition of equipment for the disposal of solid waste (the "Project"), under the authority of and in full compliance with the Constitution and statutes of the State of Iowa, including Chapter 28F, Iowa Code 1971, and other applicable statutes, and a resolution duly adopted by the Board of said Agency and is subject to all the terms and conditions of said resolution.

The Bonds maturing in the years 1973 to 1982, both inclusive, shall not be redeemable prior to their stated dates of maturity, at the option of the City, in whole or in part, but in inverse numerical order if less than all, on October 1, 1982, or on any interest payment date thereafter, at the price of par and accrued interest to the date of redemption.

This Bond and the coupons appertaining hereto are payable solely from and secured by a lien upon and pledge of the net revenues derived from the operation of said Project and the net revenues of said Project are pledged to the payment thereof, all in the manner provided in the resolution authorizing said issue of Bonds. Neither the payment of the principal nor any part thereof nor any interest hereon constitutes a debt, liability or obligation of any Member Municipality, as defined in said resolution or of the Agency.

The Agency, in said resolution, has covenanted and agreed with the holders of the Bonds of said issue to fix, establish and maintain such rates, tolls, fees, rentals, or other charges for the services and facilities of said Project, and to revise the same from time to time whenever necessary, as will always provide in each year revenues sufficient to pay the operation and maintenance expense, to pay the principal of and interest on the Bonds then outstanding as the same become due and payable and to make all of the other required payments when due into the funds created by the resolution authorizing the Bonds. Said Agency has entered into certain further covenants with the holders of the Bonds of said issue for the terms of which reference is made to said resolution.

It is hereby certified and recited that all acts, conditions and things required to exist, to happen, and to be performed, precedent to and in the issuance of this Bond exist, have happened and have been performed in regular and due form and time as required by the Laws and Constitution of the State of Iowa applicable thereto, and that the issuance of this Bond, and of the issue of Bonds of which this Bond is one, is in full compliance with all constitutional or statutory limitations or provisions.

This Bond, and the coupons appertaining hereto, is and has all the qualities and incidents of a negotiable instrument under the law merchant and the Uniform Commerical Code - Investment Securities Law of the State of Iowa, and the original holder and each successive holder of this Bond, or of the coupons appertaining hereto, shall be conclusively deemed by his acceptance thereof to have agreed that this Bond and the coupons appertaining hereto shall be and have all the qualities and incidents of negotiable instruments under the law merchant and the Uniform Commercial Code-Investment Securities Law of the State of Iowa, and the original holder and each successive holder of this Bond, and of the coupons appertaining hereto, shall be conclusively deemed to have agreed and consented to the following terms and conditions:

(a) Title to this Bond, unless registered as herein provided, and to the annexed interest coupons, may be transferred by delivery in the manner provided for negotiable instruments payable to bearer in the law merchant and the Uniform Commercial Code - Investment Securities Law of the State of Iowa; and

(b) Any person in possession of this Bond, unless registered as herein provided, or of the interest coupons hereunto appertaining, regardless of the manner in which he shall have acquired possession, is hereby granted power to transfer absolute title hereto by delivery hereof to a bona fide purchaser, that is, to anyone who shall purchase the same for value (present and antecedent) without notice of prior defenses or equities or claims of ownership enforceable against his transferor. Every prior taker or owner of this Bond, unless registered as herein provided, and of the annexed coupons, waives and renounces all of his equities and rights herein in favor of each such bona fide purchaser; and every bona fide purchaser shall acquire absolute title hereto and to all rights represented hereby; and

(c) The Agency may treat the bearer of this Bond, unless registered as herein provided, or of the interest coupons hereunto appertaining, as the absolute owner hereof for all purposes without being affected by any notice to the contrary.

This Bond may be registered as to principal only in accordance with the provisions endorsed hereon.

IN WITNESS WHEREOF, the Des Moines Metropolitan Area Solid Waste Agency, a public body corporate and politic and separate legal entity of the State of Iowa, has caused this Bond to be signed by its Chairman either manually or with his facsimile signature, and the seal of said Agency to be affixed hereto or imprinted or reproduced hereon, and attested by the Secretary of the Agency, either manually or with his facsimile signature, and the coupons attached to be executed with the facsimile signatures of said Chairman and Secretary and this Bond to be dated the first day of April, 1972.

DES MOINES METROPOLITAN AREA SOLID
WASTE AGENCY

(SEAL)

Attest:

By_______________________________________
Chairman of the Board of the Des Moines
Metropolitan Area Solid Waste Agency

____
Secretary of the Board of the
Des Moines Metropolitan Area
Solid Waste Agency

FORM OF COUPON

No. $

The Des Moines Metropolitan Area Solid Waste Agency, a public body corporate and politic and separate legal entity of the State of Iowa, for value received hereby promises to pay to the bearer of this Bond on the first day of ,19 , solely from the revenues described in the Bond to which this coupon was attached, at the , the sum of Dollars ($) being the semi-annual interest then due on its Solid Waste Disposal Revenue Bond, dated April 1, 1972, and Numbered

____
Secretary of the Board of the
Des Moines Metropolitan Area
Solid Waste Agency

____
Chairman of the Board of the
Des Moines Metropolitan Area
Solid Waste Agency

(To be inserted in coupons maturing after first prior redemption date - "(unless the Bond to which this coupon was attached has been duly called for redemption prior to maturity and payment thereof duly provided for .)").

On the back of each Bond there shall be printed the following Treasurer's Certificate:

AGENCY TREASURER'S CERTIFICATE

The within Bond has been duly and properly registered in my office as of April 1, 1972.

____
Treasurer of the Board of the Des Moines
Metropolitan Area Solid Waste Agency

PROVISIONS FOR REGISTRATION

This Bond may be registered in the name of the holder on the books to be kept by the Secretary of the Board of the Des Moines Metropolitan Area Solid Waste Agency, as Registrar, or such other Registrar as may hereafter be duly appointed, as to principal only, such registration being noted hereon by such Registrar in the registration blank below, after which no transfer shall be valid unless made on said books by the registered holder or attorney duly authorized and similarly noted in the registration blank below, but may be discharged from registration by being transferred to bearer, after which it shall be transferable by delivery, but it may be again registered as before. The registration of this Bond as to principal shall not restrain the negotiability of the coupons by delivery merely.

Date of Registration	In Whose Name Registered	Signature of Registrar

ARTICLE III

PROJECT REVENUES AND APPLICATION THEREFOR

Section 3.01. BONDS SECURED BY PLEDGE OF REVENUES. The payment of the principal of and interest on the Bonds issued hereunder shall be secured forthwith equally and ratably by a lien on and pledge of Net Revenues derived from the operation of said Project in an amount sufficient to pay the principal of and interest on the Bonds herein authorized and to make the required payments into the funds herein created and all other payments provided for in this Resolution are hereby irrevocably pledged to the payment of the principal of and interest on the Bonds herein authorized as the same become due and payable.

Section 3.02. BONDS NOT TO BE INDEBTEDNESS OF THE AGENCY OR MEMBER MUNICIPALITIES. Neither the Bonds nor coupons shall be or constitute an indebtedness, liability or obligation of the Agency or of any Member Municipality within the meaning of any constitutional, statutory or charter limitation of indebtedness, but shall be payable solely from the Net Revenues of said Project, as provided in this Resolution. No holder or holders of any Bonds issued hereunder, or of any coupon appertaining thereto, shall ever have the right to compel the exercise of the ad valorem taxing power of any Member Municipality, or taxation in any form of any real property therein to pay said Bonds or the interest thereon.

Section 3.03. APPLICATION OF BOND PROCEEDS. All moneys received from the sale of any or all of the Bonds herein authorized shall be disbursed as follows:

A. The accrued interest and premium, if any, received upon the delivery of the Bonds, shall be deposited in the Sinking Fund hereinafter created and established and used for the purpose of paying interest on the Bonds as the same becomes due and payable.

B. From the balance of such proceeds of the sale of the Bonds the Agency shall next deposit in the Reserve Account hereinafter created and established, an amount equal to the largest amount of principal and interest which will mature and become due on the Bonds in any succeeding year.

C. The remaining proceeds of the sale of said Bonds, after the deposit of the amounts required under Subsection A and B above, shall be deposited with a bank or trust company having the authority to accept such deposits to be designated by resolution of the Board, as Trustee, in a trust fund to be known as the "Des Moines Metropolitan Area Solid Waste Agency Construction Trust Fund" (hereinafter referred to as the "Construction Trust Fund"), which is hereby created. The Agency and said bank or trust company, as Trustee, shall enter into a Construction Trust Fund Agreement concerning the application of said fund and said agreement is to be in such form as shall hereafter be determined by resolution of the Board. Said agreement shall provide, among other things, that no withdrawals shall be made from said Construction Trust Fund, except for legal, financial and engineering expenses and fees, interest maturing on the Bonds prior to, during and for one year after the completion of the construction and acquisition of said Project, and expenses and fees in connection with the issuance and sale of the Bonds authorized by this Resolution, without the written approval of the Consulting Engineers and only upon receipt by said Trustee of a written requisition executed by the duly authorized official in charge of the Project, specifying the purpose for which such withdrawal is to be made and certifying that such purpose is one of the purposes provided for in this Resolution. If for any reason the moneys in said fund, or any part thereof, are not necessary for, or are not applied to the purposes provided in this Resolution, then such unapplied proceeds shall be deposited by the Truste, upon certification of the Consulting Engineers that such surplus proceeds are not needed for the purposes of the Construction Trust Fund, into the Sinking Fund hereinafter created and established and used for the purposes provided therein.

All of the proceeds of the sale of said Bonds shall be and constitute trust funds for the purposes hereinabove provided and there is hereby created a lien upon such moneys, until so applied, in favor of the holders of said Bonds.

The moneys deposited in the Construction Trust Fund may, pending their use for the purposes provided in this Resolution, be temporarily invested in direct obligations of the United States of America, or in such other obligations as are authorized under the laws of the State of Iowa, maturing not later than the dates on which such moneys will be needed for the purpose of the Construction Trust Fund. All the earnings from such investments shall remain in and become a part of said Construction Trust Fund and used as provided herein for said fund.

Moneys received by the Agency from the State of Iowa or from the United States of America or any agencies thereof for the purpose of financing part of the cost of the establishment, construction and acquisition of said Project shall be deposited in the Construction Trust Fund and used in the same manner as other Bond proceeds are used therein; provided, however, that separate accounts may be established in the Construction Trust Fund for moneys received pursuant to the provisions of this paragraph whenever required by Federal or State regulations.

Section 3.04. COVENANTS OF THE AGENCY. So long as any of the principal of and interest on any of the Bonds shall be outstanding and unpaid, or until there has been set apart in the Sinking Fund hereinafter created and established, a sum sufficient to pay, when due, the entire principal of the Bonds remaining unpaid, together with interest accrued or to accrue thereon, the Agency covenants with the holders of any and all of the Bonds issued pursuant to this Resolution as follows:

A. RATES. That the Agency will fix, establish and maintain and revise from time to time whenever necessary such rates, tolls, fees, rentals or other charges for the services and facilities of its Project, and revise the same from time to time whenever necessary, as will always provide in each year, revenues sufficient to pay the cost of operating and maintaining the Project, to pay the principal of and interest on the Bonds then outstanding as the same become due and payable in each year, to make the required payments into the reserve account and the renewal and replacement fund or other payments or deposits required to be made in such year by said Resolution. Such rates, tolls, fees, rentals or other charges shall not be reduced so as to be insufficient to provide adequate revenues for such purposes.

B. REVENUE FUND. That the entire Gross Revenues derived from the operation of said Project shall be deposited in a special fund in a bank or trust company in the State of Iowa which is eligible under the state laws to receive deposits of state and municipal funds, which fund is hereby designated as the "Des Moines Metropolitan Area Solid Waste Agency Revenue Fund" (hereinafter referred to as the "Revenue Fund"). Said Revenue Fund shall constitutue a trust fund for the purposes provided in this Resolution, and shall be kept separate and distinct from all other funds of the Agency and used only for the purposes and in the manner provided for in this Section 3.04.

C. OPERATION AND MAINTENANCE. That it will maintain in good condition said Project and all parts thereof, and will operate the same in an efficient and economical manner, making such expenditures for equipment and for renewal, repair and replacement as may be proper for the economical operation and maintenance thereof.

D. DISPOSITION OF REVENUES. There are hereby created and established the following funds and accounts:

The "Des Moines Metropolitan Area Solid Waste Agency Sinking Fund"(hereinafter referred to as "Sinking Fund"). There are also hereby created three (3) accounts in said Sinking Fund to be known as the "Interest Account", the "Principal Account" and the "Reserve Account".

The "Des Moines Metropolitan Area Solid Waste Agency Renewal and Replacement Fund"(hereinafter referred to as "Renewal and Replacement Fund").

The "Des Moines Metropolitan Area Solid Waste Agency Surplus Fund"(hereinafter referred to as "Surplus Fund").

Said Sinking Fund and the three (3) accounts therein shall be held and maintained with a bank or trust company as trustee, under a form of trust agreement to be hereinafter entered into between the Agency and said bank or trust company, which agreement shall be in such form as shall be determined by resolution to be hereafter adopted by the Board.

All revenues at any time remaining on deposit in the Revenue Fund shall be disposed of only in the following manner and order of priority:

1. The Agency shall first use the revenues in said Revenue Fund to pay Operating Expenses of the Project as defined in Section 1.04.G hereof.

2. The Agency shall next from the revenues remaining in said Revenue Fund after making all required payments provided for in subsection 1 hereof, deposit into the Interest Account in the Sinking Fund, on the fifteenth day of each month, beginning with the fifteenth day of the first month which is more than thirty days following the date on which any or all of the Bonds are delivered to the purchaser thereof, such sums as shall be sufficient to pay one-sixth of all interest becoming due on the Bonds on the next semi-annual interest payment date.

Under the provisions of Section 3.03 of this Resolution moneys held on deposit in the Construction Trust Fund may be used for the payment of interest becoming due on the Bonds, prior to, during and for one year after the construction and acquisition of said Project.

3. The Agency shall next from the revenues remaining in said Revenue Fund, after making all the required payments provided for in subsection 1 and 2 hereof, deposit into the Principal Account in the Sinking Fund on the fifteenth day of each month beginning with October 15, 1972, one-twelfth of all the principal maturing and becoming due on the next principal maturity date on the Bonds issued hereunder.

4. The Agency shall next, from the revenues remaining in the Revenue Fund, after making all required payments provided for in subsections 1, 2 and 3 hereof, deposit into the Reserve Account in the Sinking Fund on the fifteenth day of each month, beginning with the fifteenth day of the frist month which is more than thirty days following the date on which any or all of the Bonds are delivered to the purchaser thereof, an amount equal to one-twelfth of twenty per cent (1/12 of 20%) of the largest amount of principal and interest, which will mature or become due in any succeeding year on said Bonds. No further deposit shall be required to be made in said Reserve Account whenever and as long as the aggregate amount then on deposit in said Reserve Account is equal to the larges amount of principal and interest, which will mature or become due in any succeeding year on said Bonds.

Any withdrawals from the Reserve Account shall be subsequently restored from the first revenues of the Project available after all required current payments for the Interest Account, the Principal Account and the Reserve Account including any deficiencies for prior payments, have been made in full.

There shall be initially deposited in said Reserve Account from the proceeds of the Bonds pursuant to the provisions of Section 3.03.B. an amout equal to the largest amount of principal and interest which will mature and become due in any succeeding year on said Bonds.

There shall be initially deposited in said Reserve Account from the proceeds of the Bonds pursuant to the provisions of Section 3.03.B. an amount equal to the largest amount of principal and interest which will mature and become due in any succeeding year on said Bonds.

Moneys in the Reserve Account shall be used for the purpose of the payment of principal and interest on the Bonds when the other moneys in the Sinking Fund are insufficient therefor and for no other purpose.

The Agency shall not be required to make any further payments into said Sinking Fund when the aggregate amount of moneys on deposit in said Sinking Fund are at least equal to the aggregate principal amount of Bonds issued pursuant to this Resolution then outstanding, plus the amount of interest then due or thereafter to become due on said Bonds then outstanding.

5. The Agency shall next, from the revenues remaining in the Revenue Fund,after making all required payments provided for in subsections 1,2,3 and 4 hereof, deposit into the Renewal and Replacement Fund, on the fifteenth day of each month beginning with the fifteenth day of the first month which is more than thirty days following the date on which any or all of the Bonds are delivered to the purchaser thereof, an amount equal to $12,000 a month. The moneys in said Renewal and Replacement Fund shall be used only for the purpose of paying the cost of extra ordinary expenses of said Project, or extensions, improvements and additions to or the replacement of capital assets of said Project or any part thereof; provided, however, that the moneys on deposit in said Renewal and Replacement Fund shall always be used to the full extent necessary to pay the principal and interest on the Bonds as the same mature and become due whenever the moneys in the Sinking Fund and the Surplus Fund are insufficient therefor.

6. If on any monthly payment date the revenues are insufficient to place the required amounts in any of the funds and accounts, as hereinafter provided, the deficiency shall be made up in the subsequent payments in addition to the payments which would otherwise be required to be made into said funds and accounts on the subsequent payment dates.

7. Thereafter, the balance of any revenues remaining in said Revenue Fund on the fifteenth day of each month, after all other required payments into the funds and accounts provided above have been made, including deficiencies for prior payments, shall be considered surplus revenues and deposited into the Surplus Fund and used by the Agency for any lawful purpose including but not limited to the redemption and purchase of Bonds or to finance the cost of additons, extensions and improvements to the Project.

Moneys on deposit in the Surplus Fund shall always be used to the full extent necessary to pay the principal and interest on the Bonds as the same mature and become due whenever the moneys in the Sinking Fund are insufficient therefor.

8. The Revenue Fudn, the Sinking Fund, the Principal Account, the Interest Account and the Reserve Account therein, the Renewal and Replacement Fund and the Surplus Fund, created by this Resolution shall constitute trust funds for the purposes provided herein for such funds and accounts. Such funds and accounts shall be continously secured in the same manner as State and municipal deposits of funds are required to be secured by the laws of the State of Iowa.

Moneys on deposit in the Revenue Fund shall not be invested at any time.

Moneys on deposit in the Interest Account and the Principal Account may be invested in direct obligations of the United States of America or in such other obligations as are authorized by the laws of the State of Iowa maturing not later than the dates on which such moneys will be needed for the purposes of such accounts.

Moneys on deposit in the Reserve Account, in the Renewal and Replacement Fund and in the Surplus Fund may be invested in direct obligations of the United States of America or in such other obligations as are authorized by the laws of the State of Iowa maturing not later than such date or dates as the Board shall determine.

All income and earnings received from the investment and reinvestment of moneys on deposit in the Interest Account, the Principal Account, the Reserve Account, the Renewal and Replacement Fund and the Surplus Fund shall be transferred as received to the Revenue Fund and used in the same manner and order of priority as other money on deposit therein.

E. SALE OF THE PROJECT. That the Project may be sold or otherwise disposed of only as a whole or substantially as a whole, and only if the net proceeds to be realized shall be sufficient fully to retire all of the Bonds issued pursuant to this Resolution and all interest thereon to their respective dates of maturity or earlier redemption dates. The proceeds from such sale or other disposition of said Project shall immediately be deposited in the Sinking Fund and shall be used only for the purpose of paying the principal of and interest on the Bonds, as the same shall become due, or the redemption of callable Bonds, or the purchase of Bonds at a price not greater than the ten redemption price of such Bonds on the next ensuing redemption date.

The foregoing provison notwithstanding, the Agency shall have and hereby reserves the right to sell or otherwise dispose of any of the property comprising a part of the Project hereafter determined in the manner provided herein to be no longer necessary, useful or profitable in the operation thereof, for fair and reasonable prices.

Prior to any such sale or other disposition of said property the duly authorized officer in charge of such Project shall make a finding in writing determining that such property comprising a part of such Project is no longer necessary, useful or profitable in the operation thereof, and such proceeds shall be deposited in the Renewal and Replacement Fund. If the amount of such proceeds shall exceed $25,000 such sale or other disposition shall first be approved by the Consulting Engineers.

F. ISSUANCE OF OTHER OBLIGATIONS PAYABLE OUT OF REVENUES. That the Agency will not issue any other obligations, except upon the conditions and in the manner provided herein, payable from the revenues derived from the operation of said Project, nor voluntarily create or caused to be created any debt, lien, pledge, assignment, encumbrance or any other charge having priority to or being on a parity with the lien of the Bonds issued pursuant to this Resolution and the interest thereon, upon any of the revenues of said Project. Any other obligations issued by the Agency in addition to the Bonds authorized by this Resolution or pari passu additional Bonds issued under the terms, restrictions and conditions container in this Resolution, shall contain an express statement that such obligations are junior, inferior and subordinate in all respects to the Bonds issued pursuant to this Resolution as to lien on and source and security for payment from the revenues of said Project and in all other respects.

G. INSURANCE. That the Agency will carry such insurance as is ordinarily carried by private corporations owning and operating similar sanitary disposal sites as the Project including the insurance required by the Solid Waste Disposal Contract with a reputable insurance carrier or carriers, including liability insurance and insurance against loss or damage by fire, explosion, hurricane, cyclone, occupancy or other hazards and risks, and said property loss or damage insurance shall at all times be in an amount or amounts equal to the fair appraisal value of the buildings, properties, furniture, fixtures and equipment of said Project. In the time of war, the Agency shall also carry said amount such insurance as may be available against loss or damage by the risks and hazards of war at reasonable costs. The provisions of each insurance policy shall be approved by the Consulting Engineers.

H. BOOKS AND RECORDS. That the Agency will keep books and records of the Project, which shall be separate and apart from all other books, records and accounts of the Agency, in which complete and correct entries shall be made in accordance with standard principles of public accounting of all transactions relating to the Project, and any holder of a Bond or Bonds issued pursuant to this Resolution, shall have the right at all reasonable times to inspect said project and all parts thereof, and all records, accounts and data of the Agency relating thereto.

The Agency shall promptly after the close of each year cause the books, records and accounts of the Project for the preceding year to be properly audited by a qualified and independent firm of recognized certified public accountants, and shall file the report of such certified public accountants with the Secretary of the Board which report shall cover in reasonable details the operation of the Project, the insurance carried with respect thereto and shall mail upon request, and make available generally, said report, or a reasonable summary thereto any holder or holders of Bonds issued pursuant to this Resolution and shall mail a copy of said report to the original purchasers of the Bonds.

I. OPERATING BUDGET. That the Agency shall annually in June of each year prepare and adopt by resolution of its governing body a detailed budget of the estimated expenditures for operation and maintenance of the Project during the succeeding year which yearly budget shall be divided into quarterly periods. No expenditures for the operation and maintenance of the Project shall be made in any year in excess of the amounts provided therefor in such budget without a written finding and recommendation by the general manager of such Project or other duly authorized officer in charge thereof, which finding and recommendation shall state in detail the purpose of and necessity for such increased expenditures for the operation and maintenance of the Project, and no such increased expenditures shall be made until the Board shall have approved such finding and recommendation by a resolution duly adopted. No increased expenditures in excess of ten per centum (10%) of the amount of such budget shall be made except upon the further certificate of the Consulting Engineers that such increased expenditures are necessary for the continued operation of said Project. The Agency shall mail copies of such annual budget and all resolutions authorizing increased expenditures for operation and maintenance to the Member Municipalities within fifteen days of their adoption and shall also mail such copies to any holder or holders of Bonds who shall file his address with the Agency and request in writing that copies of all such budgets and resolutions be furnished him or them, and shall make available such budgets and all resolutions authorizing increased expenditures for operation and maintenance of the Project at all reasonable times to any holder or holders of Bonds issued pursuant to this Resolution.

J. MAINTENANCE OF SAID PROJECT. That the Agency will maintain said Project in good condition and continuously operate the same in an efficient manner and at a reasonable cost as an Agency revenue producing enterprise.

K. NO FREE SERVICES RENDERED. That the Agency will not render or cause to be rendered any free services of any nature by its project or any part thereof, nor will any preferential rates be established between members of the same class.

L. REMEDIES. Any holder of Bonds or of the coupons appertaining thereto issued under the provisions of this Resolution or any trustee acting for such Bondholders in the manner provided, may either at law or in equity, by suit, action, mandamus or other proceedings in any court of competent jurisdiction, protect and enforce any and all rights under the laws of the State of Iowa, or granted and contained in this Resolution, and may enforce and compel the performance of all duties required by this Resolution or by any applicable statutes to be performed by the Agency or by any officer thereof, including the fixing, charging and collecting of rates, tolls, fees or other charges for the services and facilities of the Project.

In the event that default shall be made in the payment of the interest on or the principal of any of the Bonds issued pursuant to this Resolution as the same shall become due, or in the making of the payments into any reserve or sinking fund or any other payments required to be made by this Resolution, or in the event that the Agency or any officer, agent or employee thereof shall fail or refuse to comply with the provisions of this Resolution or shall default in any covenant made herein, and in the further event that any such default shall continue for a period of sixty (60) days, any holder of such Bonds, or any trustee appointed to represent Bondholders as hereinafter provided, shall be entitled as of right, unless otherwise provided by law, to the appointment of a receiver of the Project in an appropriate judicial proceeding in a court of competent jurisdiction, whether or not such holder or trustee is also seeking or shall have sought to enforce any other right or exercise any other remedy in connection with Bonds issued pursuant to this Resolution.

The receiver so appointed shall forthwith, directly or by his agents or attorneys, enter into and upon and take possession of the Project, and each and every part thereof, and shall hold, operate and maintain, manage and control such Project, and each and every part thereof, and in the name of the Agency shall exercise all the rights and powers of the Agency with respect to the Project as the Agency itself might do. Such receiver shall collect and receive all revnues of the Project and maintain and operate such Project in the manner provided in this Resolution and comply under the jurisdiction of the court appointing such receiver, with all of the provisions of this Resolution.

Whenever all that is due upon Bonds issued pursuant to this Resolution, and interest thereon, and under any covenants of this Resolution for reserve, sinking funds or other funds, and upon any other obligations and interest thereon having a charge, lien or encumbrance upon the revenues of the Project, shall have been paid and made good, and all defaults under the provisions of this Resolution shall have been cured and made good, possession of the Project shall be surrendered to the Agency upon the entry of an order of the court to that effect. Upon any subsequent default, any holder of Bonds issued pursuant to this Resolution, or any trustee appointed for Bondholders as hereinafter provided, shall have the right to secure the further appointment of a receiver upon any such subsequent default.

Such receiver shall in the performance of the powers hereinabove conferred upon him be under the direction and supervision of the court making such appointment, shall at all times be subject to the orders and decrees of such court and may be removed thereby and a successor receiver appointed in the discretion of such court. Nothing herein contained shall limit or restrict the jurisdiction of such court to enter such other and further orders and decrees as such court may deemed necessary or appropriate for the exercise by the receiver of any function not specifically set forth herein.

Any receiver appointed as provided herein shall hold and operate such Project in the name of the Agency and for the joint protection and benefit of the Agency and holders of Bonds issued pursuant to this Resolution. Such receiver shall have no power to sell, assign, mortgage or otherwise dispose of any assets of any kind or character belonging or pertaining to such Project, except as provided herein, but the authority of such receiver shall be limited to the possessinn, operation and maintenance of the Project for the sole purpose of the protection of both the Agency and said Bondholders.

The holder or holders of Bonds in an aggregate principal amount of not less than twenty-five per centum (25)) of Bonds issued under this Resolution then outstanding may by a duly executed certificate in writing appoint a trustee for holders of Bonds issued pursuant to this Resolution with authority to represent such Bondholders in any legal proceedings for the enforcement and protection of the rights of such Bondholders. Such certificate shall be executed by such Bondholders or their duly authorized attorneys or representatives, and shall be filed in the office of the Secretary of the Agency.

M. ENFORCEMENT OF COLLECTIONS. That the Agency will diligently enforce and collect all fees, tolls, rentals or other charges for the services and facilities of the Project, and take all steps, actions and proceedings for the enforcement and collection of such fees, tolls, rentals or other charges which shall become delinquent to the full extent permitted or authorized by the laws of the State of Iowa.

That the Agency will, to the full extent permitted by law, under reasonable rules and regulations discontinue the supplying of the services and facilities of the Project for the nonpayment of fees, tolls, rentals or other charges for said services and facilities, and will not restore said services and facilities until all delinquent charges, together with interest and reasonable penalties, have been paid in full.

N. CONSULTING ENGINEERS. That the Agency will retain Henningson, Durham and Richardson, Inc., Consulting Engineers, of Omaha, Nebraska, or other nationally knwon and recognized consulting engineers, to supervise the construction and acquisition of said Project authorized herein; and after the completion thereof will retain on an annual basis said Henningson, Durham and Richards, Inc., as Consulting Engineers, or other nationally known and recognized consulting engineers, to perform the duties provided for herein for such Consulting Engineers.

O. ISSUANCE OF PARI PASSU ADDITIONAL BONDS. That no pari passu additional Bonds, as in this subsection defined, payable pari passu with Bonds issued pursuant to this Resolution out of the revenues of said Project, shall be issued after the issuance of any Bonds pursuant to this Resolution except for the purpose of financing the cost of the construction of additions, extensions and improvements to the Project.

No such pari passu additional Bonds shall be issued unless the following, among other conditions, are complied with:

(1) Such pari passu additional Bonds shall mature on October 1 of each year of maturity and the interest thereon shall be payable semi-annually on April and October 1 of each year.

(2) The Agency must be current in all deposits into the funds and various accounts and all payments theretofore required to have been deposited or made by it under the provisions of this Resolution.

(3) The amount of the Net Revenues derived from the operation of the Project during any twelve (12) consecutive months of the fifteen (15) months immediately preceding the issuance of said pari passu additional Bonds, adjusted as hereinafter provided, as certified by a qualified and independent firm of recognized certified public accountants, shall be at least equal to one hundred twenty-five per centum (125%) of the largest amount of principal and interest which will mature and become due in any one year on (1) the Bonds originally issued pursuant to this Regolution then outstanding, (2) any pari passu additional Bonds theretofore issued and then outstanding, and (3) the pari passu additional Bonds then proposed to be issued.

The adjustment of Net Revenues which are permitted by the foregoing subsection (3) hereof shall be computed as follows:

(a) If the Agency, prior to the issuance of the proposed pari passu additional Bonds, shall have increased the rates, tolls, fees, rentals or other charges for the services of said Project, the Net Revenues derived from said Project for the twelve (12) consecutive months of the fifteen (15) months immediately preceding the issuance of said pari passu additional Bonds, shall be adjusted to show the Net Revenues which would have been derived from said Project in such twelve (12) consecutive months as if such increased rates, fees, rentals or other charges for the services of said Project had been in effect during all of such twelve (12) consecutive months.

(b) If the Agency shall have acquired or has contracted to acquire any privately owned existing sanitary landfill area, the cost of which shall be paid from the issuance of the proposed pari passu additional Bonds, then the Net Revenues derived from said Project during the twelve (12) consecutive months of the fifteen (15) months immediately preceding the issuance of said pari passu additional Bonds, shall be increased by adding to the Net Revenues derived from said Project for said twelve (12) consecutive months the Net Revenues which would have been derived from said existing sanitary landfill area as if such existing sanitary landfill area had been a part of the Project during such twelve (12) consecutive months. For the purposes of this paragraph, the Net Revenues derived from said existing sanitary landfill area during such twelve (12) consecutive months shall be adjusted to determine such Net Revenues by deducting the cost of operation and maintenance of said existing sanitary landfill area from the Gross Revenues of said existing sanitary landfill area, in the manner provided in this Resolution for the determination of Net Revenues.

The term "pari passu additional Bonds" as used in this subsection shall be deemed to mean additional obligations evidenced by Bonds issued under the provisions and within the limitations of this subsection payable from the revenues of said Project pari passu with Bonds originally authorized and issued pursuant to this Resolution. Such Bonds shall be deemed to have been issued pursuant to this Resolution the same as the Bonds originally authorized and issued pursuant to this Resolution and all of the covenants and other provisions of this Resolution (except as to details of such Bonds evidencing such pari passu additional obligations inconsistent therewith), shall be for the equal benefit, protection and security of the holders of any Bonds originally authorized and issued pursuant to this Resolution and holders of any Bonds evidencing additional obligations subsequently issued within the limitations of and in compliance with this subsection. All of such Bonds, regardless of the time or times of their issuance shall rank equally with respect to their lien on the revenues of such Project and their sources and security for payment therefrom without preference of any Bonds, or coupons, over any other.

The term "pari passu additional Bonds" as used in this subsection shall not be deemed to include bonds, notes, certificates or other obligations subsequently issued under the terms of this Resolution, the lien of which on the revenues of said Project provided for herein is subject to the prior and superior lien on such revenues of Bonds issued pursuant to this Resolution, as provided in Section 3.04.F. hereof, and the Agency shall not issue any obligations whatsoever payable from the revenues of the Project, which rank equally as to lien and source and security for their payment from such revenues, with Bonds issued pursuant to this Resolution except in the manner and under the conditions provided in this subsection.

Nothwithstanding the foregoing terms and provisions of this Section 3.04.O., the Agency shall not be authorized to issue such pari passu additional Bonds unless the following conditions have also been complied with:

(1) That each Member Municipality by resolution duly adopted shall have authorized and approved the issuance of such pari passu additional Bonds.

(2) That appropriate Service Contracts have been entered into by each Member Municipality pursuant to which each Member Municipality has covenanted and agreed to pay its proportionate share of (1) operation and maintenance expenses, (2) the principal of and interest on such pari passu additional Bonds and (3) all reserves or other funds provided for in the proceedings authorizing said pari passu additional Bonds.

P. ASSIGNMENT OF SERVICE CONTRACTS. All rights of the Agency under the provisions of the Service Contracts, as defined herein, to receive payments from any Member Municipality shall be and are hereby pledged for the benefit and security of the holders of the Bonds to secure the punctual performance by the Agency of all of its obligations under the terms and provisions of the Resolution and, for said purpose, such rights are hereby assigned to the Bondholders, subject however to the rights of the Agency, except during periods when it may be in default in the performance of any such obligations, to receive payment and deposit and apply the same as in this Resolution provided, at which time such assigned rights shall inure to the receiver provided for in this Resolution to represent such Bondholders and to enforce all of their rights under the terms of this Resolution and Service Contracts.

Q. ESTABLISHMENT OF OTHER PROJECTS BY THE AGENCY. Nothing contained in this Resolution shall prohibit the right of the Agency to establish, construct and acquire any other Project; provided, however, that no such other Project shall be so established, constructed or acquired unless the Consulting Engineers shall certify that such other Project will not be competitive with said Project constructed and acquired pursuant to the terms of this Resolution, and will not materially or adversely affect the revenues to be derived from said Project, or the rights and security of the holders of Bonds issued pursuant to this Resolution.

ARTICLE IV
MISCELLANEOUS PROVISIONS

Section 4.01. MODIFICATION OR AMENDMENT. No material modification or amendment of this Resolution or of any resolution amendatory thereof or supplemental thereto, may be made without the consent in writing of the holders of two-thirds or more in principal amount on the Bonds then outstanding; provided, however, that no modification or amendment shall permit a change in the maturity of such Bonds or a reduction in the rate of interest thereon, or affecting the unconditional promise of the Agency to fix, maintain and collect fees, tolls, rentals and other charges for said Project or to pay the interest, and principal on the Bonds, as the same mature or become due, from the Net Revenues of the Project, or reduce such percentage of holders of such Bonds required above for such modification or amendments, without the consent of the holders of all the Bonds.

Section 4.02. SEVERABILITY OF INVALID PROVISIONS. If any one or more of the covenants, agreements or provisions of this Resolution should be held contrary to any express provision of law or contrary to the policy of express law, though not expressly prohibited, or against public policy, or shall for any reason whatsoever be held invalid, then such covenants, agreements or provisions shall be null and void and shall be deemed separate from the remaining covenants, agreements or provisions, and shall in no way affect the validity of any of the other provisions of this Resolution or of the Bonds or coupons issued hereunder.

Section 4.03. EFFECTIVE DATE. This Resolution shall take effect upon its passage in the manner provided by law.

PASSED AND APPROVED this day of ,1972.

Attest:

Chairman

Secretary

DOCUMENT VII-5

RESOLUTION AUTHORIZING THE ISSUANCE AND SALE OF $2,000,000 SOLID WASTE DISPOSAL REVENUE BONDS OF THE DES MOINES METROPOLITAN AREA SOLID WASTE AGENCY AND DESIGNATING THE TYPE OF MEMBERSHIP IN SAID AGENCY AND FURTHER AUTHORIZING THE EXECUTION OF A SOLID WASTE DISPOSAL SERVICE CONTRACT WITH SAID AGENCY.

WHEREAS, the City of , Iowa (hereinafter referred to as "Member Municipality"), has heretofore entered into an Intergovernmental Agreement with the Des Moines Metropolitan Area Solid Waste Agency (hereinafter referred to as "Agency"), pursuant to the provisions of Chapter 28E, Code of Iowa, 1971, for the purpose of creating said Agency; and

WHEREAS, under the provisions of said Intergovernmental Agreement two classes of membership were established, a full membership included the collection and disposal functions of the Agency and a limited membership included the Disposal functions of the Agency only; and

WHEREAS, it is necessary for the Member Municipality to designate the type of membership it elects to accept under the terms of said Intergovernmental Agreement; and

WHEREAS, it is necessary for the Agency to issue its Solid Waste Disposal Revenue Bonds in the aggregate principal amount of $2,000,000 for the purpose of acquiring and constructing disposal facilities; and

WHEREAS, it is necessary for the Agency and the Member Municipality to enter into a Solid Waste Disposal Service Contract for the purpose of providing for the use and services of said disposal facilities and to secure the payment of said $2,000,000 Solid Waste Disposal Revenue Bonds, now, therefore,

BE IT RESOLVED BY THE CITY COUNCIL OF THE CITY OF , IOWA:

Section 1. That the Member Municipality does hereby elect to accept a limited membership in said Agency.

Section 2. That the Member Municipality does hereby authorize and approve the issuance and sale by said Agency of $2,000,000 Solid Waste Disposal Revenue Bonds for the purpose of constructing and acquiring certain disposal facilities.

Section 3. That the proper officials of said Member Municipality are hereby authorized to execute the Solid Waste Disposal Service Contract for and on behalf of said Member Municipality, which Solid Waste Disposal Service Contract shall be substantially in the form attached hereto.

Section 4. That all resolutions or parts of resolutions heretofore adopted by the member municipality which are inconsistant with the terms and provisions of this resolution are hereby revoked, rescinded and repealed.

Section 5. That this Resolution shall take effect immediately upon its passage in the manner provided by law.

Moved for adoption ______________________ Seconded ______________________

Roll Call: AYES: NAYES:

Passed and approved this __________ day of ______________, 197__.

____
MAYOR

ATTEST:

____
CITY CLERK

DOCUMENT VII-6

SOLID WASTE DISPOSAL SERVICE CONTRACT

THIS AGREEMENT, made and entered into this day of between the City of a municipal corporation, and the Des Moines Metropolitan Area Solid Waste Agency, hereinafter designated as the "Agency".

WITNESSETH:

WHEREAS, the Agency was created and exists for the purpose of serving the needs of its members in such matters of collection of and disposal of solid waste as may be agreed upon between its Member Municipality, as defined herein, and the Agency; and

WHEREAS, it has been agreed between the City of and the Agency that the terms, provisions and conditions of this Agreement shall apply solely to the disposal facilities supplied by the Agency; and

WHEREAS, the City of , hereinafter described as the "Municipality" is a member in good standing of such Agency and in a position to contract with the Agency for the disposal services hereinafter enumerated upon the terms and conditions hereinafter specified; and

WHEREAS, the Municipality has anticipated and does anticipate that said contract for disposal services will ultimately prove of substantial benefit to the Municipality in the matter of improved services to the citizens of the Municipality and greater efficiencies in the rendition of such service, and that the disposal services rendered by the Agency are in the best financial and economic interest of said Municipality and are essential for the health, safety and welfare of its citizens and inhabitants; and said Municipality has by proceedsing duly adopted, authorized and empowered its proper officials on its behalf to enter into this Agreement; and

WHEREAS, the Agency is willing and able to commence its functions as such Agency in providing disposal services to said Municipality and said Agency shall continue to provide and operate such disposal services for a period of not less than fifteen (15) years or to the date of the last maturity of the Bonds whichever is the greater;

IT IS NOW THEREFORE STIPULATED AND AGREED AS FOLLOWS:

DEFINITIONS:

A. This Agreement may be referred to as the "Solid Waste Disposal Service Contract" (herein sometimes designated as the "Agreement").

B. "Bonds" shall mean any bonds or notes issued in anticipation of bonds and the coupons attached thereto, if any, by the Agency with regard to the financing of the Project, as defined herein, including such other bonds or notes issued in anticipation of bonds and the coupons attached thereto, if any, that may hereafter be issued by the Agency to finance all or part of the cost of the construction of additions, extensions and improvements to said Project.

C. "Contract Payments" shall mean the amounts paid or required to be paid from time to time by the Municipality to the Agency pursuant to the provisions of Schedule A of this Agreement.

D. "Member Municipality" shall mean any or all municipal bodies that are members of the Agency, pursuant to the Intergovernmental Agreement, dated December 18, 1969.

E. "Project" shall mean the two (2) sanitary landfill sites to be acquired and constructed by The Agency, and the acquisition or construction of an administrative building on land acquired therefor, together with any and all additions, extensions and improvements hereafter made to said sites from any sources whatsoever, and shall include without being limited to, equipment for the disposal of solid waste, either residential, commercial or industrial and all lands and interests therein, plants, buildings, machinery, pipes, fixtures, equipment, and all property, real or personal, tangible or intangible, now or hereafter owned or used in connection with said Project.

F. "Resolution" shall mean the bond resolution to be adopted by the Agency authorizing the issuance of Bonds to finance the construction of the Project.

G. "Solid Waste" shall mean garbage, refuse, rubbish, and other similar discarded solid or semi-solid materials, including but not limited to such materials resulting from industrial, commercial, agricultural and domestic activities, but does not include hazardous materials as defined now or as may be defined by the State Health Department or any agency thereof or any successor Agency. Solid Waste may also include motor vehicles, as defined by the Code of Iowa, and the Board shall have the right to exclude from the Project the disposition of motor vehicles if it is determined by the Board that such motor vehicles cannot be disposed of in an economical manner.

H. "Consulting Engineers" shall mean a consulting engineer or firm of consulting engineers nationally known and recognized in connection with the construction and operation of sanitary landfill sites, retained by the Agency.

I. Words importing singular number shall include the plural number in each case and vice versa, and words importing persons shall include firms and corporations.

ARTICLE I

GENERAL PROVISIONS

Section 101. Duties of Agency. The Agency shall under the terms and provisions of this Agreement provide such disposal services to each and every Member Municipality as shall be sufficient to comply with all of the provisions of Chapter 406, Code of Iowa, 1971.

Section 102. Commencement Date and Duration. The duties and obligations assumed by the Municipality and the Agency under this Agreement shall become effective, functional and operational and shall commence on or before the   day of   , 197 , but not later than the date on which the Bonds authorized by the Agency for the construction of the Project are sold and delivered.

This Agreement and each and every provision hereof shall remain in full force and effect with respect to the Project until (i) the Municipality shall have paid in full all of the Contract Payments required to be made with respect to the Project as long as any of the Bonds issued by the Agency with respect to the Project are outstanding and unpaid, and (ii) the Agency shall have paid and retired, or shall have made due and adequate provision for the payment and retirement of all of the Bonds issued by the Agency with respect to the Project.

Upon the payment of all of the Bonds issued by the Agency to finance the cost of the Project or adequate provision made for their payment and retirement, the duties, obligations and commitments assumed by the Agency and the Municipality under the terms of this Agreement shall continue and remain in full force and effect until such time as the Municipality by appropriate proceedings duly adopted by said Municipality terminates this Agreement and its obligations thereunder.

Section 103. Successors. Subject to the terms and conditions of the Resolution, whenever the Agency or the Municipality, as the case may be, is referred to herein, such provisions shall be deemed to include the successor or successors of the Agency or the Municipality, as the case may be, whether so expressed or not. Subject to the terms and conditions of the Resolution, all of the covenants, stipulations, obligations and agreements by or on behalf of and other provisions for the benefit of the Agency or the Municipality contained herein shall bind and shall inure to the benefit of any officer, board, district, commission, authority, agent or instrumentality to whom or to which there shall be transferred by or in accordance with law any powers, duty or function of the Agency or the Municipality respectively, or of its successor, the possession of which is necessary or appropriate in order to comply with any such covenants, stipulations, obligations, agreements, or other provisions hereof.

Section 104. Parties of Interest and Interest of Bondholders. Nothing in this Agreement expressed or implied is intended or shall be construed to confer upon any person, firm or corporation other than the parties hereto, the holders of Bonds and the coupons thereunto appertaining, any right, remedy or claim, legal or equitable, under or by reason of this Agreement, this Agreement being intended to be and being for the sole and exclusive benefit of the parties hereto, the holders from time to time of the Bonds and the coupons thereunto appertaining. The Agency and the Municipality agree that this Agreement is executed in part in order to induce the purchase by others of the Bonds of the Agency to be issued to finance the construction of the Project, as defined herein, and for the purposes of securing said Bonds, and accordingly all of the covenants, stipulations, obligations, agreements or other provisions on the part of the Agency and the Municipality set forth in this Agreement are hereby declared to be for the benefit of the holders and registered owners from time to time of said Bonds. The Agency may pledge, assign, and transfer the right to receive and collect Contract Payments in the Resolution together with the Agency's rights to enforce this Agreement, and from and after such pledge, assignment, or transfer, such assignee shall have the Agency's rights and privileges hereunder to the extent, and as conferred, in such pledge, assignment, and transfer; provided, however, the Agency shall be primarily responsible to provide the solid waste disposal services herein contemplated.

Section 105. Disposal. The Municipality does hereby agree, that to the full extent permitted by law, all Solid Waste generated from within its jurisdiction shall be disposed of at the Project.

Section 106. Rates To Be Charged for Disposal of Solid Waste. 1. The Agency shall fix, establish and maintain such rates, charges, tolls and other fees for the disposal of Solid Waste and shall revise the same from time to time as shall always be sufficient to provide the amounts set forth in Schedule A of this Agreement. The Agency under the provisions of this Section shall collect such rates, charges, tolls and other fees for the disposal of Solid Waste in the following manner:

A. The Agency shall introduce and keep in full force and effect until the Bonds are fully paid for or provision duly made for their retirement a schedule of rates to be charged upon entry to the Project for the disposal of Solid Waste. The method of levying such rates shall be determined by the Agency and shall be revised from time to time in order to comply with the provisions of this Agreement.

B. The Agency shall collect from the Municipality at such times and in the manner hereinafter provided the Municipality's proportionate share of any amounts necessary which together with the revenues received by the Agency under subsection A above shall be sufficient to produce the amounts required under Schedule A of this Agreement.

Any solid waste generated from without the corporate limits or jurisdiction of a Member Municipality shall be charged a minimum of fifty per cent (50%) in excess of the rates, charges and tolls fixed and established, from time to time, by the Agency pursuant to the provisions of this Section 106.

2. The Agency shall prepare and adopt a yearly budget based on the calendar year to be adopted in June of each year preceding the next calendar year, of the estimated expenditures for operation and maintenance, including debt service requirements and reserves of the Project as set forth in Schedule A hereof and the estimated revenues to be derived from the Project during the succeeding year. Copies of said annual budget shall be sent to each Member Municipality within fifteen (15) days after its adoption. Said annual budget shall be divided by the Agency into quarterly requirements and each Member Municipality within thirty (30) days after the beginning of each quarter shall forward to the Agency one-fourth (1/4) of its yearly proportionate share of said annual budget; provided, however, that the amount to be paid by each Member Municipality on each quarterly period shall be reduced proportionately by the amount of rates, charges, tolls and other fees collected by the Agency at the site of the Project, as provided in Section 106.1A. hereof. The quarterly payments required to be made under the provisions of this subsection shall be paid by each Member Municipality in the manner provided in Section 401 hereof.

Section 107. Agency Duties. The Agency shall have the duty and obligation during the life of this Agreement to provide for the economical disposal of all Solid Waste, as defined herein produced or generated by each Member Municipality, to engage such employers and provide equipment, machinery, buildings and grounds for the disposal of such Solid Waste, and to take all necessary steps to prevent contamination and pollution of the land, water and air resources of the areas involved in the disposal of said Solid Waste, to the extent that the Agency may do so under the provisions of this Agreement and the Resolution.

ARTICLE II

CONSTRUCTION OF THE PROJECT

Section 201. Construction of the Project. The Agency Covenants and agrees to cause to be constructed and acquired with all reasonable speed and dispatch the Project, in accordance with the plans and specifications prepared by the Agency's engineering consultants, Henningson, Durham and Richardson, Inc. which plans and specifications are on file at the Agency's office, or in accordance with any amendments, modifications or changes to such plans and specifications as shall have been made pursuant to law, and,upon the completion of said Project, to place the same in operation in accordance with the provisions of this Agreement. No change which shall result in an increase in the amount of Bonds to be issued shall be made in any such plans and specifications during construction of the Project unless such change shall be approved by the parties hereto and by all agencies or instrumentalities of the United States of America or of the State required by law to approve the same.

The Agency shall not be deemed to be in default under the aforesaid covenant or any other applicable provision hereof, if the construction of the Project shall be delayed by the inability of the Agency or others to secure needed labor or materials, or by stormy or inclement weather which delays completion of the Project, or by strikes, labor disputes, lockouts, or the like trouble among mechanics or laborers which delays construction of the Project, or by acts of God, or by acts or neglect of the Municipality or its agents or employees, or by regulations or restrictions imposed by a governmental agency or authority, or by fire or other similar catastrophe or other similar delay beyond the control of the Agency or inability to award construction contracts for construction of the Project for total bids that are within the estimated total construction costs for the Project or in the event of the inability of the Agency to issue its Bonds to finance the cost of the Project.

The Project shall, upon completion, be free and clear of all liens and encumbrances of every kind and character performed in connection with the construction of the Project, including mechanic's liens, laborers' and materialmen's liens and other liens similar in nature. However, nothing in this Section 201 contained shall require the Agency to pay or cause to be discharged or to make provision for the payment of any such lien or encumbrance so long as the validity thereof shall be contested in good faith by appropriate legal proceedings.

Section 202. Additional Construction. The Agency may alter, reconstruct, improve, extend or acquire additions, extensions and improvements to the Project, if such construction is to be financed with funds of the Agency other than the proceeds of additional Bonds of the Agency, or such improvements may be financed from the proceeds of additional Bonds issued by the Agency and pursuant to this Agreement; provided, however, that the Agency may not issue such additional Bonds, without the prior approval of the Municipality or without complying with the applicable provisions of the Resolution relating to the issuance of parity obligations.

Section 203. Financing of Project by Agency. The Agency agrees to finance the cost of the Project from the proceeds derived from the sale of its Bonds and covenants that the proceeds of such Bonds shall be sufficient to pay the entire cost of said Project pursuant to the plans and specifications proposed for that purpose. Any moneys received by the Agency or the Municipality for the purpose of financing part of the cost of said Project prior to the issuance of said Bonds shall be used to reduce the amount of Bonds to be issued by the Agency for the construction of said Project by the amount of such moneys so received, if, however, the Agency has prior to the receipt of such moneys issued and has then outstanding its Bonds, such moneys so received shall be set aside and used for the sole purpose of paying the principal of and interest on said Bonds.

Section 204. Assignment of Grants, etc. The Municipality hereby assigns to the Agency all right, title and interest in and to any grant or payment made or to be made by the United States of America or any Agency or instrumentality thereof or by the State or any agency or instrumentality thereof in respect to the Project, and the Agency is hereby authorized by the Municipality and The Agency hereby agrees with respect to any such grants or payments to make such applications or other requests for such grants or payments, to enter into and perform any and all agreements required to comply with any applicable laws in respect thereof and to take such other and further action as is required or permitted in the premises.

Section 205. Termination. The Municipality may not withdraw or in any way terminate, amend, or modify in any manner to the detriment of Bondholders this Agreement if Bonds have been issued and are then outstanding. Any Bonds for the payment and discharge of which, upon maturity or upon redemption prior to maturity, provision has been made through the setting apart in a reserve fund or special trust account created pursuant to the Resolution to insure the payment thereof, of moneys sufficient for that purpose or through the irrevocable segregation for that purpose in a sinking fund or other fund or trust account of money sufficient therefor, shall be deemed to be no longer outstanding and unpaid within the meaning of any provision of this Agreement.

Section 206. Governmental Approval. The Agency and the Municipality have heretofore obtained prior to the execution of this Agreement, or shall promptly obtain prior to the issuance of the Bonds, all governmental approvals, including permits from or approvals of the State Department of Health, or any successor department or Agency, required by law for the construction, ownership, operation and maintenance of the Project by the Agency.

ARTICLE III

INDEMNITY AND INSURANCE

Section 301. Indemnity. The Agency assumes and agrees to pay the Municipality for, and the Agency forever indemnifies the Municipality against, and agrees to save the Municipality harmless from, any and all loss, damage, injury,costs, expenses, liability, claims, settlements, judgments, decress and awards of every kind and notice whatsoever, including attorney's fees, costs and disbursements, that may ever be claimed against the Municipality, its agents, servants, employees, invitees or contractors, by any person, firm, corporation or other entity whatsoever on account of any actual or alleged injury to or death of any person or persons whomsoever, or on account of any actual or alleged loss, damage or injury to any property whatsoever, however arising from or connected with or related to or growing out of, directly or indirectly, (a) the construction, existence, condition, maintenance, repair, renewal, reconstruction, extension, improvement, use, operation, removal or alteration of the Project, or any other project or facilities owned, operated or used by the Agency, (b) injury to or death of any agent, servant, employee or contractor of the Municipality, or loss, damage or injury to any property owned or used by any agent, servant, employee, or contractor of the Municipality, while on or about the Project for any purpose however arising from or connected with or related to or growing out of, directly or indirectly, this Agreement, and/or (c) the non-observance by the Agency, its agents, servants, employees, invitees or contractors of the provisions of any laws, statutes, ordinances, resolutions, regulations or rules duly promulgated by any governmental entity which may be applicable, directly or indirectly, to the Project or any other project or facilities owned, operated or used by the Agency, and/or (d) the non-observance by the Agency, its agents, servants, employees, invitees or contractors of any of the terms and conditions of this Agreement.

Section 302. Insurance. The Agency shall, prior to the effective date of this Agreement, insure against the following perils:

A. Claims for personal injury and property damage. The limits thereof shall be at least $300,000/$500,000 for personal injury and $100,000 for property damage.
B. Claims arising under the workman's compensation laws of the State of Iowa. The limits thereof shall be at least the minimum limits required under the workmen's compensation laws of the State of Iowa.
C. Claims for loss, damage or injury by fire, to the Project, with extended coverage endorsement.
D. Claims arising under the provisions of Section 301 of this Agreement.

Where appropriate, all insurance provided for in this Agreement shall name the Agency and the Municipality as the insureds, as their interests may appear.

All insurance provided for in this Agreement shall be effected under enforceable policies issued by insurers of recognized responsibility licensed to do business in the State of Iowa.

All insurance provided for in this Agreement shall provide for at least fifteen (15) days notice to the Municipality of any change therein or cancellation thereof.

Prior to the effective date of this Agreement, and within ten (10) days prior to the expiration of any insurance provided for in this Agreement, the Agency shall deliver to the Municipality certificates of insurance certifying that the insurance provided for in this Agreement is in full force and effect.

ARTICLE IV

FINANCIAL PROVISIONS BY MUNICIPALITY

Section 401. Budget Provision. The Municipality shall prior to the execution of this Agreement adopt an ordinance authorizing the levying and collection of rates, charges, tolls and other fees for the services and facilities of said Project sufficient at all times to pay its proportionate share of the payments required under Schedule A of this Agreement. The Municipality shall within thirty (30) days after the beginning of each quarter forward to the Agency one-fourth of its yearly proportionate share of the Agency's annual budget, as provided in Section 106.2 of this Agreement, provided, however, the Municipality shall not be required to make any payments to the Agency as long as the amounts collected by the Agency at the site of the Project as provided in this Agreement shall be sufficient to make all of the payments required hereunder.

The Municipality shall employ its statutory powers for the enforcement of payment of such rates, fees or other charges for the services provided by the Agency for the disposal of its Solid Waste.

ARTICLE V

CONTRACT WITH OTHER PARTIES

Section 501. Additional Parties. The Agency may allow additional municipalities to become parties to this Agreement upon the same terms and conditions herein set forth and this Agreement may be amended from time to time by written agreement, duly authorized and executed by the parties hereto.

ARTICLE VI

REMEDIES

Section 601. Legal Actions. Every obligation assumed by or imposed upon the Municipality or Agency by this Agreement or pursuant to law shall be enforceable by the Municipality or Agency or by appropriate legal action, and the Municipality and the Agency hereby agree that in any action between the Municipality and the Agency no defense of sovereignty will be raised against the other.

ARTICLE VII

RESTRICTIONS ON COMPETING DISPOSAL SOLID WASTE SYSTEMS

Section 701. Non-Competitive Facilities. So long as any Bonds of the Agency are outstanding, the Municipality shall not grant any franchise or license to any person, firm, association or corporation for a competing solid waste disposal system, nor shall they permit any municipal solid waste disposal system to compete with the Agency. The Municipality may, without Agency consent, dispose of construction or demolition material, tree removal residue, decrepit automobiles and other nonputrescible solid waste generated out of the Municipality's own activities, in a disposal site apart from an Agency disposal site.

The Agency however shall have the right to establish, construct and acquire any other disposal project, provided, however, that no such other disposal project shall be so established, constructed or acquired unless the Consulting Engineers shall certify that such other disposal project will not be competitive with said Project constructed and acquired pursuant to the terms of the Resolution, and will not materially or adversely affect the revenues to be derived from said Project, or the rights and security of the holders of the Bonds issued pursuant to said Resolution.

__________ CITY ____________________ OF ______________________________, IOWA

BY______________________________
MAYOR,

ATTEST:

____
CITY CLERK,

DES MOINES METROPOLITAN AREA SOLID WASTE AGENCY

BY________________________
CHAIRMAN

ATTEST: ________________________
SECRETARY

SCHEDULE A

CONTRACT PAYMENTS

Subject to the provisions of the Intergovernmental Agreement creating the Des Moines Metropolitan Area Solid Waste Agency and the provisions of this Agreement and all applicable statutory provisions of the Code of Iowa, 1971, as amended, the Contract payments to be made by the individual Municipality shall consist of a percentage of the total of the following which percentage shall be determined by the ratio of the population of the individual Municipality to the population of the area served by the Agency, less in the instances of counties all incorporated member Municipalities included therein. In the instances where less than all of a census area is served by the Agency, the population thereof will be determined by a working census to be taken by the Agency. Said Contract Payment for the services and facilities of the Project as determined by its Board shall consist of the following:

1. An amount equal to the administrative and operating and maintenance expense of the Agency.

2. An amount equal to 125% of the principal of the interest on the annual debt service requirement of the Agency.

3. An amount equal to the cost and expense of the Agency incurred in connection with the authorization, sale, issuance and delivery of its bonds.

4. An amount equal to the requirements contained in said Resolution for the continued maintenance of the reserve account and the renewal and replacement fund created and established pursuant to the Resolution.

5. Less the total amount collected by the Agency at the disposal site from all users thereof according to the posted rates established by the Agency, including amounts collected by the Agency at the disposal site from solid waste collection by the Agency itself.

Plans and Specification: The plans and specifications providing for the acquisition, construction and maintenance of two sanitary landfill sites and the acquisition or construction of an administrative building on land acquired therefor which plans and specifications were prepared by the Agency's engineering consultant, Henningson, Durham and Richardson, Inc., which plans and specifications are on file at the Agency's office.

DOCUMENT VII-7

AN ORDINANCE AUTHORIZING THE LEVY AND COLLECTION OF RATES, FEES, TOLLS AND OTHER CHARGES FROM THE RESIDENTS OF THE MEMBER MUNICIPALITY FOR THE SERVICES OF THE DISPOSAL FACILITIES PROVIDED BY THE DES MOINES METROPOLITAN AREA SOLID WASTE AGENCY.

WHEREAS, the City of__________________________, Iowa (hereinafter referred to as "Member Municipality") has heretofore entered into an Intergovernmental Agreement with the Des Moines Metropolitan Area Solid Waste Agency (hereinafter referred to as "Agency"), pursuant to the provisions of Chapter 28E, Code of Iowa, 1971, for the purpose of creating said Agency; and

WHEREAS, the Member Municipality has elected to accept the disposal services of said Agency only and is therefore a limited member of such Agency; and

WHEREAS, it is necessary for said Agency to issue its Solid Waste Disposal Revenue Bonds in the aggregate principal amount of $2,000,000 for the purpose of acquiring and constructing disposal facilities; and

WHEREAS, it is necessary for the Member Municipality to enter into a Solid Waste Disposal Service Contract with the Agency for the purpose of providing for the use and services of said disposal facilities; and

WHEREAS, it is necessary under the terms of said Solid Waste Disposal Service Contract that prior to the execution thereof the Member Municipality enact an ordinance authorizing the levy and collection of rates, fees, tolls and other charges from the residents of said Member Municipality for the use and services of said disposal facilities; now, therefore,

BE IT ORDAINED BY THE CITY COUNCIL OF ________________________, IOWA:

Section 1. That the Member Municipality will fix, establish and maintain and revise the same from time to time whenever necessary such rates, fees, rentals or other charges for the use and services of the disposal facilities operated by the Agency, as more fully described in the Solid Waste Disposal Service Contract, as will always provide in each year, revenues sufficient to pay the proportionate share of such Member Municipality for (1) operation and maintenance expenses for said disposal facilities, (2) the principal of and interest on the Solid Waste Disposal Revenue Bonds, and (3) all reserves, renewal and replacement funds and other funds provided for in the Resolution authorizing the issuance of such Solid Waste Disposal Revenue Bonds.

Section 2. That an initial schedule of such rates, fees, tolls and other charges to be levied and collected from the residents of the Member Municipality for the use and services of said disposal facilities shall be established and put into effect whenever necessary in order for said Member Municipality to comply with the provisions of its Solid Waste Disposal Service Contract; provided, however, the Member Municipality may in its discretion apply such other lawfully available moneys it has on hand for such purpose.

Section 3. That this ordinance shall take effect after its enactment in the manner provided by law.

____
MAYOR

ATTEST:

____
CITY CLERK

Moved for adoption____________________Seconded___________________ Roll Call: Ayes______Nayes_______

Passed and approved this ___________day of __________, 197__.

DOCUMENT VIII-1

ZONING ORDINANCE for the Unincorporated Territory of POLK COUNTY, IOWA (Adopted July 4, 1959 - Revised August 26, 1971)

ARTICLE 19

SPECIAL USES

A. REGULATIONS.

The regulations set forth in this Article or elsewhere in this Ordinance which are applicable shall apply to the special uses listed in this Article. It is recognized that certain uses possess characteristics of such unique and special form as to make impractical their being included automatically in any class of use as set forth in the various districts established by this Ordinance; therefore, these uses shall be subject to certain conditions and standards set forth in this Article.

The Board of Adjustment may by special permit after public hearing authorize the location of any of the following structures or uses in the districts and according to the regulations specified below. In approving any "special use" the Board of Adjustment may prescribe appropriate conditions and safeguards; however a special use permit may not be granted for a use in a zoning district from which it is specifically excluded by the provisions of this Ordinance. In addition, special permits in connection with which a violation occurs shall be subject to revocation by the Board of Adjustment. Notice of hearing by the Board of Adjustment shall be given to all property owners within five hundred (500) feet of the boundary of the property on which the special use is to be located by placing a notice in the United States mail at least ten (10) days prior to the hearing. Notices shall contain the time and location of said hearing.

The provisions of this Article shall not apply to the R-4 Mobile Home Park Residence District.

B. SPECIAL USES.

1. Any public building erected and used by any department of the Township, County, State or Federal Government. Any District.

2. Airport or landing field. A-1, R-1, R-2, R-3, M-1, M-2 and U-1 Districts.

3. Establishments or enterprises involving large assemblages of people or automobiles including, but not limited to:

   a. Amusement parks.
   b. Carnivals, circuses and fairgrounds, except as hereinafter provided.
   c. Commercial sport or recreational enterprises, including amphi-theaters, convention halls and auditoriums.
   d. Rodeo grounds, music festivals and sports festivals. A-1, C-1, C-2, C-3, M-1, M-2 and U-1 Districts.

4. Garbage disposal. A-1, M-1, M-2 and U-1 Districts.

ARTICLE 23
BOARD OF ADJUSTMENT

SECTION D. JURISDICTION AND POWERS OF BOARD OF ADJUSTMENT.

1. The Board of Adjustment shall have the following powers and it shall be its duty:

   a. To hear and decide appeals where it is alleged there is error in any order, requirement, decision or determination made by an administrative official in the enforcement of this Ordinance or of any supplement or amendment.

   b. To hear and decide special exception to the terms of this Ordinance upon which such Board of Adjustment is required to pass under this Ordinance.

   The Board of Adjustment in reviewing an application for a special exception, also referred to in this Ordinance as Special Use, may consider the following;

   (1). The most appropriate use of the land.
   (2). The conservation and stabilization of the value of property.
   (3). Adequate open space for light and air.
   (4). Concentration of population.
   (5). Congestion of public streets.
   (6). The promotion of public safety, morale, health, convenience, and comfort.
   (7). General welfare of the persons residing or working in the neighborhood of such use.

   In addition to the general requirements of this Ordinance, in granting a special use permit, the Board of Adjustment may attach conditions which it finds are necessary to carry out the purpose of this Ordinance, in conformance with what is provided in Article 19 of this Ordinance, and where reasonable and necessary may increase the required lot or yard, control the location and number of vehicular access points to the property, limit the number of signs, limit coverage or height of buildings because of obstruction to view and reduction of light and air to adjacent property, and require screening and landscaping to reduce noise and glare and maintain the property in a character in keeping with the surrounding area. A special use shall ordinarily comply with the standards of the district concerned for principal uses which are permitted therein, except as modified by the Board of Adjustment in granting a special use permit.

c. To authorize upon appeal in specific cases, such variance from the terms of this Ordinance as will not be contrary to the public interest, where owing to special conditions a literal enforcement of the provisions of the Ordinance will result in unnecessary hardship, and so that the spirit of the Ordinance shall be observed and substantial justice done.

No variation in the application of the provisions of this Ordinance shall be made unless and until the Board of Adjustment shall be satisfied that granting the variation will not:

(1). Merely serve as a convenience to the applicant and is necessary to alleviate a demonstrable hardship or difficulty so great as to warrant the variation.

(2). Impair the general purpose and intent of the regulations and provisions contained in this Ordinance.

(3). Impair an adequate supply of light and air to adjacent properties.

(4). Increase the hazard from fire and other danger to said property.

(5). Diminish the value of land and buildings in the county.

(6). Increase the congestion and traffic hazards on public roads.

(7). Otherwise impair the public health, safety and general welfare of the inhabitants of the county.

2. The concurring vote of three (3) members of the Board of Adjustment shall be necessary to reverse any requirement, decision, order, or determination of the Zoning Administrator or to decide in favor of the applicant in regard to any matter upon which the Board is authorized by this Ordinance to render a decision.

DOCUMENT VIII - 2

Filed with the Secretary of State 9-1-71, effective 10-1-71

IOWA STATE DEPARTMENT OF HEALTH

Pursuant to the authority of section 406.5, Code 1971, the following rules are adopted.

TITLE XXV

SANITARY DISPOSAL PROJECTS

CHAPTER 1

DEFINITIONS

1.1 (406) T.XXV Definitions. For the purpose of these rules, the following terms shall have the meaning indicated in this chapter. The definitions set out in section 406.2 of the Code shall be considered to be incorporated verbatim in these rules.

1.1 (1) "Commissioner" means the Iowa Commissioner of Public Health.
1.1 (2) "Composting" means the controlled, biological decomposition of selected solid organic waste materials under aerobic conditions resulting in an innocuous final product.
1.1 (3) "Department" means the Iowa State Department of Health.
1.1 (4) "Flood plain" means the area adjoining a river or stream which has been or may be hereafter covered by flood water.
1.1 (5) "Garbage" means all solid and semi-solid, putrescible animal and vegetable wastes resulting from the handling, preparing, cooking, storing, serving and consuming of food or of material intended for use as food, and all offal, excluding useful industrial by-products, and shall include all such substances from all public and private establishments and from all residences.
1.1 (6) "High water table" is the position of the water table which occurs in the spring in years of normal or above normal precipitation.
1.1 (7) "Incineration" means the processing and burning of waste for the purpose of volume and weight reduction in facilities designed for such use.
1.1 (8) "Intermediate solid waste disposal" means the site, facility, operating procedures and maintenance thereof for the preliminary and incomplete disposal of solid waste, including but not limited to transfer, open burning, incomplete land disposal, incineration, composting, reduction, shredding or compression.
1.1 (9) "Land pollution" means the presence in or on the land of any solid waste in such quantity, of such nature and for such duration and under such condition as would affect injuriously any waters of the state, cause air pollution or create a nuisance.
1.1(10) "Open burning" means any burning of combustible materials where the products of combustion are emitted into the open air without passing through a chimney or stack.
1.1(11) "Open dumping" means the depositing of solid wastes on the surface of the ground or into a body or stream of water.
1.1(12) "Private agency" is defined in section 28E.2 of the Code.
1.1(13) "Public agency" is defined in section 28E.2 of the Code.
1.1(14) "Recycling" means the reutilization of natural resources and man-made products.
1.1(15) "Refuse" means putrescible and non-putrescible wastes, including but not limited to garbage, rubbish, ashes, incinerator ash, incinerator residues , street cleanings, market and industrial solid wastes and sewage treatment wastes in dry or semi-solid form.
1.1(16) "Refuse collection service" means a publicly or privately operated agency, business or service engaged in the collecting and transporting of solid waste for disposal purposes.
1.1(17) "Rubbish" means non-putrescible solid waste consisting of combustible and non-combustible wastes, such as ashes, paper, cardboard, tin cans, yard clippings, wood, glass, bedding, crockery, or litter of any kind.
1.1(18) "Rubble" means stone, brick, or similar inorganic material.
1.1(19) "Salvageable material" means discarded material no longer of value for its original purpose, but which has value if reclaimed.
1.1(20) "Sanitary disposal" means a method of treating solid waste so that it does not produce a hazard to the public health or safety or create a nuisance.
1.1(21) "Sanitary disposal project" is defined in section 406.2 of the Code.
1.1(22) "Sanitary landfill" means a method of disposing of refuse on land by utilizing the principles of engineering to confine smallest practical volume and to cover it with a layer of earth at the conclusion of each day's operation or at such more frequent intervals as may be necessary so that no nuisance or hazard to the public health is created.
1.1(23) "Shoreland" means land within three hundred feet of the high water mark of any natural or artificial, publicly or privately owned lake or any impoundment of water used as a source of public water supply.
1.1(24) "Site" means any location, place or tract of land used for collection, storage, conversion, utilization, incineration or burial of solid wastes.
1.1(25) "Solid waste" is defined in section 406.2 of the Code.
1.1(26) "Solid waste collection" means the gathering of solid waste from public and private places.
1.1(27) "Solid waste storage" means the holding of solid waste pending intermediate or final disposal.
1.1(28) "Solid waste transportation" means the conveying of solid waste from one place to another by means of vehicle, rail car, water vessel, conveyor or other means.
1.1(29) "Toxic and hazardous wastes" means waste materials, including but not limited to poisons, pesticides, herbicides, acids, caustics, pathological wastes, flammable or explosive materials and similar harmful wastes which require special handling and which must be disposed of in such a manner as to conserve the environment and protect the public health and safety.
1.1(30) "Transfer station" means a fixed or mobile intermediate solid waste disposal facility for transferring loads of solid waste, with or without reduction of volume, to another transportation unit.

CHAPTER 2

GENERAL CONDITIONS, PROHIBITIONS, AND REQUIREMENTS

2.1(406) T.XXV Permit required. A new sanitary disposal project shall not be established after the effective date of these rules until a permit is issued by the Commissioner.

2.2(406) T.XXV Details of plan proposals. Cities, towns, and counties and private agencies which are operating or planning to operate a sanitary disposal project shall file with the Commissioner a plan on a form provided by the Commissioner detailing the method proposed to comply with the requirements of chapter 406 of the Code of Iowa. The plan shall be filed with the Commissioner prior to November 12, 1972.

2.3(406) T.XXV General conditions.

2.3(1) A public or private agency dumping or depositing solid waste resulting from its own residential, agricultural, manufacturing, mining, commercial or other activities on land owned or leased by it must operate and maintain such sites so that they create no public health hazard or nuisance.

2.3(2) All solid waste shall be stored, collected, transported, utilized, processed, reclaimed or disposed of in a manner consistent with requirements of these rules.

2.3(3) The Commissioner has the authority to grant such exceptions from these rules as he may consider proper and in the public interest.

2.4(406) T.XXV General prohibitions.

2.4(1) Open dumping is prohibited except for rubble.

2.4(2) No public or private agency shall dump or deposit solid waste on any land not its own unless the site is leased or covered by satisfactory use agreements conveying to the agency such privilege.

2.4(3) No disposal of toxic or hazardous wastes shall be made unless explicit instructions are first obtained from the Commissioner of Public Health.

2.4(4) Radioactive materials shall not be disposed of in a sanitary disposal project. Luminous timepieces are exempt.

2.4(5) No permit shall be granted if the location of the site or operation of the facility does not conform to all applicable federal and state laws and local ordinances and regulations.

2.5(406) T.XXV Storage, collection and transportation of solid waste.

2.5(1) Solid waste storage. Public agencies shall be responsible for regulations of storage of all solid waste accumulated at a premise, business establishment or industry within their jurisdiction. Local regulations should include specifications for storage containers and provision for the adequate labeling of toxic and hazardous wastes. These regulations shall be adequate to prevent the creation of public health hazards and nuisances.

2.5(2) Collection and transportation.

a. Where a refuse collection service is a part of a sanitary disposal project, the sanitary disposal project shall be responsible for the collection and transportation of all solid waste accumulated at serviced premises, business establishments and industries, in a manner free of hazard or nuisance, to an authorized solid waste disposal site or facility. Public or private agencies not a part of a sanitary disposal project which collect and transport solid waste to a sanitary disposal project shall be answerable for an operation free of hazard or nuisance to the public agency responsible for the sanitary disposal project.

b. Vehicles or containers used for the collection and transportation of garbage and similar putrescible wastes or refuse containing such materials shall be leakproof, durable and of easily cleanable construction. They shall be cleaned to prevent nuisances, pollution or insect breeding and shall be maintained in good repair.

c. Vehicles or containers used for the collection and transportation of any solid waste shall be loaded and moved in such a manner that the contents will not fall, leak or spill therefrom, and shall be covered to prevent blowing or loss of material. Where spillage does occur, the material shall be picked up immediately by the collector or transporter and returned to the vehicle or container and the area properly cleaned.

d. Vehicles and containers used for the collection and transportation of toxic and hazardous wastes shall be so constructed that they can be loaded, moved and unloaded in a manner that does not create a danger to public health or safety and in compliance with these rules and federal and state laws and local ordinances and regulations.

CHAPTER 3

SANITARY LANDFILL

3.1(406) T.XXV Plan for sanitary landfill. A plan proposing the use of a sanitary landfill shall be prepared by or under the direct supervison of an engineer in conformity with chapter 114, Code of Iowa, and submitted in triplicate and shall include the following supporting documents:

3.1(1) A map or aerial photograph of the area showing land use and zoning within one-half mile of the solid waste disposal site. The map or aerial photograph shall be of sufficient scale to show all homes, buildings, lakes, ponds, watercourses, wetlands, dry runs, rock outcroppings, roads and other applicable details including topography and drainage patterns. Wells shall be identified on the map or aerial photograph. A U.S.C. and G.S. or U.S.G.S. Bench Mark should be indicated, if available, and a north arrow drawn. The boundaries of the solid waste disposal site will be indicated on the map or aerial photograph.

3.1(2) A plot drawing of the site and the immediately adjacent area showing dimensions, topography with appropriate contour intervals, drainage patterns, known existing drainage tiles, locations where any geologic samples were taken, all water wells with their uses and present and planned pertinent features including but not limited to roads, fencing and cover stockpiles. The scheme of development including any excavation, trenching and fill should be shown progressively with time and the monitoring methods to be used to insure compliance with the scheme shall be described. Cross-sectional drawings or other suitable evidence shall be provided showing progressively with time the original and proposed elevation of excavating, trenching, and fill. The plot drawing shall be in appropriate scale.

3.1(3) An ultimate land use proposal, including intermediate use stages, with time schedules indicating the total and complete land use. Final elevation slope and permanent drainage structures of the completed landfill shall be included. Any supporting drawings to the ultimate land use proposal shall be in appropriate scale.

3.1(4) A report shall accompany the drawings. It shall include data of the following types:

a. A stratigraphic section beneath the proposed site from the surface to and including at least five feet of the uppermost bedrock unit or to a depth of at least fifty feet of penetration into a homogenous till unit. The lithologies shall be described in terms of grain size distribution including the gravel, sand, silt, and clay classes and Atterberg limits shall be determined.

Samples of sediments and rock units shall be collected at five-foot intervals or when different lithologies are encountered, whichever is most frequent. Samples shall be identified by location and depth. The name of the person classifying the sediments shall be indicated. One complete set of unaltered sack samples shall be submitted with the application.

A drilling location plan and drilling log shall be submitted for each series of samples.

b. Source and characteristics of cover material if not included in the information submitted in paragraph 3.1(4) (a), above.

c. Area of site in acres.

d. Owner of site.

e. An organization chart, personnel manning table and table of equipment for the management, operation and maintenance of the site shall be prepared and submitted. A contingency plan covering equipment breakdown shall be included.

f. Information indicating that the proposed landfill is:

(1) So situated as to obviate any significant, predictable lateral leakage of leachates from the landfill to shallow unconsolidated aquifers that are in actual use or are deemed to be of potential use as a local water resource.

(2) So situated that the base of the proposed landfill is at least five feet above the high water table.

(3) Not in significant hydrologic subsurface or surface connection with standing or flowing surface water.

(4) Not situated in an unconsolidated sequence that will permit more than 0.04 cubic foot of liquid per day per square foot of area downward leakage into a subcropping bedrock or alluvial aquifer if such an aquifer is present beneath or adjacent to the proposed site. The potential downward leakage will be evaluated by means of the generalized Darcy's Law $Q = PIA$ where:

Q = feet^3 of liquid/day/foot^2 of area of the interface,

P = coefficient of permeability of the unconsolidated confining unit,

I = the hydrologic gradient derived by the function: piezometric head in the unconsolidated sediments minus the piezometric head in the bedrock aquifer divided by the thickness of the confining unit of lowest permeability nominated to retard downward migration of liquids or derived by other acceptable engineering practices, and

A = one square foot of area at the base of the landfill.

(5) Outside a flood plain or shoreland, unless proper engineering and sealing of the site will render it acceptable and prior approval of the Iowa Natural Resources Council and where necessary the U.S. Corps of Engineers is obtained.

(6) At least one thousand feet from any existing well that draws water for human or livestock consumption from an aquifer that underlies and is in hydrologic connection with the landfill. This is meant to include any bedrock aquifer that is the uppermost subcropping bedrock unit beneath the unconsolidated sequence in which the landfill is to be developed.

(7) At least one mile from a municipal well or a municipal water intake from a body of static water or one mile upstream or one thousand feet downstream from a riverine intake, unless hydrologic conditions are such that a greater distance is required or a lesser distance can be permitted without an adverse effect on the water supply.

(8) Beyond five hundred feet at the time of commencement of construction of the sanitary lanfill from the nearest edge of the right-of-way of any state highway or beyond one thousand feet from the nearest edge of the right-of-way of an interstate or federal primary highway, unless the site is screened by natural objects , planting, fences or other appropriate means so as not to be visible from the highway.

(9) Beyond five hundred feet from an occupied dwelling unless the site is screened by natural objects, planting, fences or by other appropriate means.

g. Should conditions in violation of subparagraphs 3.1 (4) (f) (1), (2), (3), (4) or (5) exist, the original plan must be engineered to effect equal protection to the water resources.

h. Information indicating compliance with chapter 2 of these rules.

i. Intended operating procedures shall include at least the following conditions:

(1) Open burning shall be prohibited except when permitted by the rules of the Iowa Air Pollution Control Commission. Any burning to be conducted by the sanitary disposal project shall be at a location separate and distinct from the sanitary landfill.

(2) Solid waste shall not be deposited in such a manner that material or leaching therefrom may cause pollution of ground or surface waters.

(3) Dumping of solid waste shall be confined to as small an area as practicable, and the area shall be surrounded with appropriate barriers to confine possible wind-blown material to the area. At the conclusion of each day of operation, any wind-blown material strewn beyond the confines of the area should be collected and returned to the area.

(4) The deposited refuse shall be uniformly distributed and compacted in layers with a height and operating face slope which will permit thorough compaction into cells.

(5) Refuse shall be compacted as densely as practicable and covered after each day of operation with a compacted layer of at least six inches of earth.

(6) Provision shall be made to have cover material available for winter operations.

(7) Each site shall be graded and provided with drainage facilities to minimize the flow of surface water onto and into the fill and to prevent erosion and the collection of standing water.

(8) A minimum distance of twenty feet shall be maintained between the disposal operation and the adjacent property line unless suitable arrangements have been made with the owner of the abutting property.

(9) Effective state-approved means shall be taken to control flies and other insects, rodents or vermin.

(10) The approach road to the disposal site shall be of all-weather construction and maintained in good condition.

(11) Equipment shall be available to control accidental fires in the sanitary landfill. Arrangements shall also be made with the local fire protection agency to acquire their services immediately when needed.

(12) Telephone or other adequate facilities and shelter shall be available on site.

(13) Sanitary facilities and shelter shall be available on site.

(14) Scavenging shall be prohibited. Any salvaging to be permitted at the site must be described.

(15) An attendant shall be on duty at the site at all times while it is open for public use.

(16) The site shall be fenced to control accesss and a gate shall be provided at the entrance to the site and kept locked when an attendant is not on duty.

(17) A permanent sign shall be posted at the site entrance identifying the operation, showing the permit number of the site, indicating the hours and days the site is open, specifying the penalty for unauthorized dumping, identifying the location, if any, on the site, which has been designated for disposal of toxic and hazardous wastes and providing other pertinent information.

(18) Within one month after final termination of the site or a major part thereof, the area shall be covered with at least two feet of compacted earth material, free from cracks and extrusions of refuse, adequately graded to allow surface water runoff.

(19) The finished surface of the filled area shall be repaired as required, covered with soil, and seeded with native grasses or other suitable vegetation immediately upon completion or promptly in the spring on areas terminated during winter conditions. If necessary, seeded slopes shall be covered with straw or similar material to prevent erosion.

(20) Prior to completion of a sanitary landfill site, the Commissioner shall be notified in order that a site investigation may be conducted before earth-moving equipment is removed from the property.

CHAPTER 4

COMBUSTION IN AN INCINERATOR

4.1(406) T.XXV Any sanitary disposal project using or planning to use incineration must obtain a permit.

4.2(406) T.XXV Any sanitary disposal project incinerating or planning to incinerate toxic and hazardous waste must apply for a special permit for this purpose.

4.3(406) T.XXV All incinerators must be approved as to design and operated in conformity with emission limitations imposed by rules of the Iowa Air Pollution Control Commission.

4.4(406) T.XXV Application for permit will be submitted to the Department on the appropriate forms and shall include the following supporting documents:

4.4.(1) A map or aerial photograph in triplicate indicating land use and zoning within one-half mile of the facility. The map or aerial photograph shall be of adequate scale to show all homes, buildings, roads and other applicable details. Boundaries of the incineration site will be clearly indicated on the map or aerial photograph.

4.4.(2) Sets of plans and specifications in triplicate prepared by a registered engineer in conformity with chapter 114, Code of Iowa, clearly indicating the construction existing or to be undertaken. These plans and specifications shall include the location, type and height of all buildings within five hundred feet of the existing or proposed installation.

4.4(3) An engineering report to include furnace design criteria, existing or expected performance data, the present and future population and extent of the area to be served by the incinerator, the characteristics, quantities and sources of the solid waste to be processed.

4.4(4) Intended operating procedures including plans for the disposal of incinerator residue, the present or expected amount of such residue and plans for the emergency disposal of solid waste in the event of major breakdown of the incineratar plant.

a. The owner of the site and of the plant.

b. A personnel manning table for the actual operation and maintenance of the plant.

c. Information indicating compliance with chapter 2 of these rules.

d. Location, equipment, operation and maintenance of the incinerator plant shall be such that it produces only minimal interference with other activities in the area.

e. Availability of shelter and sanitary facilities for plant personnel.

f. A permanent sign at the site entrance identifying the operation, showing the permit number of the plant and indicating the hours and days that the plant is open for public use. Access to the plant shall be permitted only during those times when authorized personnel are on duty.

g. Confinement of all incoming solid waste to the unloading area. A minimum holding bin capacity of one and one-half times the twenty-four hour capacity of the incinerator shall be provided.

h. Provision of dust control facilities in the unloading and charging area.

i. An incinerator scale shall be available to permit proper charging weights during operation and to provide data for a record as to the total weight of material incinerated and resulting residue for planning and management purposes.

j. Supply of potable water for use of plant personnel and suitable source of water for spraying, heating, quenching, cooling and fire fighting.

k. Availability of adequate fire-fighting equipment, as recommended by the State Fire Marshal, in the storage and charging area and elsewhere as needed. Arrangements shall be made with the local fire protection agency to provide fire-fighting forces in an emergency.

l. Telephone or other adequate facilities shall be available for emergency purposes.

m. Cleaning of storage and charging areas after each day's operation or more often as may be required. The entire plant shall be maintained in a clean and sanitary condition.

n. Provision of necessary safety features at the charging openings and for all equipment throughout the plant.

o. Maintenance of the temperature in the combustion chambers during normal operation at a minimum of one thousand five hundred degrees Fahrenheit to produce a satisfactory residue and and odor-free operation. A continuously recording pyrometer shall be installed to maintain records of combustion chamber temperatures. These records shall be available for inspection by the Commissioner upon request.

p. Proper deposit at an approved sanitary landfill site of all residue removed from the incinerator plant in a manner which will prevent the creation of nuisances, pollution and public health hazards.

q. Provision of timely notice to the Commissioner prior to the initial operation of a newly constructed plant to permit inspection of the plant both prior to and during the performance tests. Performance tests of newly constructed plants are required. A report detailing the results of such performance tests shall be prepared by the design engineer of the sanitary disposal project and shall be submitted to the Commissioner with copies of all supporting data documents.

r. Existing incinerators which do not meet the requirements of this section shall be reconstructed to comply or an alternate method of sanitary waste disposal must be adopted.

s. Such additional data and information as may be required by the Commissioner.

CHAPTER 5

COMPOSTING

5.1(406) T.XXV Any sanitary disposal project disposing of solid waste by composting must obtain a permit granted by the Commissioner prior to operation, installation or alteration of its facilities.

5.2(406) T.XXV Application for a permit to operate, install or alter a composting facility shall be accompanied by the following supporting documents which shall be prepared by or under the direct supervision of an engineer in conformity with chapter 114, Code of Iowa:

5.2(1) Maps or aerial photographs in triplicate indicating land use and zoning within one-half mile of the proposed facility. The map or aerial photograph shall be of adequate scale to show all homes, buildings, lakes, ponds, watercourses, wetlands, dry runs, rock outcroppings, roads and other applicable details and shall indicate the general topography of the area with appropriate contours and drainage patterns. Wells and locations where geologic samples were taken will be identified on the map or aerial photograph.

5.2(2) Plans and specifications in triplicate clearly indicating the layout and construction proposed.

5.2(3) Detailed information on geological formations underlying the actual or proposed site. Such information shall be determined by geologic samples or other appropriate means to a depth of at least twenty feet, or to the high water table.

5.2(4) An engineering report describing the proposed facility, the present and future population and the area to be served by the composting unit and the characteristics, quantities and sources of solid waste to be processed.

5.2(5) Intended operating procedures, including the proposed method and the use or disposition that is to be made of the processed material.

5.2(6) Owner of the site and plant.

5.2(7) An organization chart, personnel manning table and table of equipment for the management, operation and maintenance of the site shall be prepared and submitted. A contingency plan covering equipment breakdown shall be included.

5.2(8) Information indicating compliance with chapter 2 of these rules.

5.2(9) Such additional data and information as may be required by the Commissioner.

5.3(406) T.XXV Any composting operation must be conducted in a manner which minimizes pollution, public health hazards and creation of nuisances.

5.4(406) T.XXV Materials resulting from composting or similar processes and offered for sale shall contain no pathogenic organisms, shall not reheat upon standing, shall be innocuous, and shall contain no sharp particles which would cause injury to persons handling the compost. Sale shall be in compliance with all applicable federal and state laws and local ordinances and regulations.

5.5(406) T.XXV Noncompostible materials removed during processing shall be handled in a manner which will not produce pollution or nuisance and shall be disposed of by another satisfactory method as provided in these rules.

CHAPTER 6

RECYCLING

6.1(406) T.XXV Any sanitary disposal project processing solid waste by recycling must obtain a permit from the Commissioner.

6.2(406) T.XXV Application to construct and operate an installation for the processing of solid waste to reclaim salvageable materials for recycling must be accompanied by the following supporting documents prepared by or under the direct supervision of an engineer in conformity with chapter 114, Code of Iowa:

6.2(1) A map or aerial photograph showing land use and zoning within one-half mile of such installation. The map or aerial photograph shall be of sufficient scale to show all homes, buildings, roads and other applicable details. The boundaries of the recycling site shall be clearly indicated on the map or aerial photograph.

6.2.(2) Detailed engineering drawings of all buildings, conveyor lines, machines, intermediate holding area, loading and unloading docks, transfer points and such other appurtenances to the facility, and in addition, lines of flow for all waste and salvaged material handled by the facility must be included. Access and egress roads must be shown.

6.2(3) Complete description of the method of handling reclaimed salvageable materials, the disposition of such materials, the transfer points to which they will be moved, capacities of such points and frequency of interchange must be shown.

6.2(4) Such additional data and information as may be required by the Commissioner.

6.3(406) T.XXV Material which cannot be recycled shall be handled in a manner which will not produce pollution or nuisance and shall be disposed of by another satisfactory method as provided in these rules.

CHAPTER 7

OTHER METHODS OF WASTE HANDLING, PROCESSING AND DISPOSAL

7.1(406) T.XXV Before a site or facility for any other method of solid waste handling, processing and disposal, including transfer stations not otherwise provided for in these rules, is constructed, an application accompanied by plans in triplicate, specifications, design data, ultimate land use and proposed operating procedures and such additional data and information as may be required shall be submitted to the Commissioner for review before a permit can be issued. All such information shall be prepared by or under the direct supervision of an engineer in conformity with chapter 114, Code of Iowa.

These rules are intended to implement section 406.5 of the Code, 1971.

These rules shall become effective as provided in Chapter 17A of the Code after filing in the office of the Secretary of State.

EXAMINED AND APPROVED

DATE August 18, 1971

s/ R.C. Turner
ATTORNEY GENERAL

APPROVED

DATE August 30, 1971

s/ Charles E. Grassley
CHAIRMAN, DEPARTMENTAL RULES
REVIEW COMMITTEE

DATE ADOPTED July 14, 1971

s/ Arnold M. Reeve, M.D.
DEPARTMENT HEAD

ADDRESS COMMUNICATIONS TO:

General Sanitation Division
Iowa State Department of Health
Lucas State Office Building
Des Moines, Iowa 50319
515/281-5345

DOCUMENT IX-1

OFFER TO BUY REAL ESTATE AND ACCEPTANCE

Des Moines, Iowa, March 18, 1970

TO: MARIE ANN LINN REALTY CO.,
Des Moines, Iowa (hereinafter designated as Seller):

The undersigned, Des Moines Metropolitan Area Solid Waste Agency, an organization created and existing under the provisions of Chapter 28E, 1966 Code of Iowa, as amended and Chapter 236, Acts of 63rd General Assembly, First Session, (hereinafter designated as Buyer) hereby offers to buy the real estate situated in Polk County, Iowa, described as follows:

> Lots 3, 4 and the West Half (W 1/2) of Lot 5 in Section 1, Township 78 North, Range 22, West of the 5th P.M., Iowa containing 183.31 acres, and
> Government Lots 1, 2 and 6 in the Northeast Fractional Quarter of Section 2, Township 78 North, Range 22, West of the 5th P.M., Iowa (except public highways)

together with any easements and servient estates appurtenant thereto, but with reservations and exceptions only as follows:

(a) Title shall be taken subject to applicable zoning restrictions except as in 1 below;

(b) And subject to easements of record for public utilities, public roads and public highways;
for the total sum of approximately $240,000.00, the actual amount to be computed upon survey at the rate of $600.00 per acre, payable at Des Moines, Polk County, Iowa, as follows:

DOWN PAYMENT AND SETTLEMENT PAYMENT ONLY.

By payment of $3,000.00 herewith to be held by Seller, pending delivery of final papers, and the balance of $237,000.00, more or less, upon performance by Seller within sixty days after the sale of bonds pursuant to successful completion of a now pending test case relating to the authority of the Buyer to issue revenue bonds in an amount not to exceed $2,250,000.00 to finance the acquisition of such property or within six months of the date of this offer, whichever period shall have the earlier termination date.

1. SPECIAL USE. This offer is void unless

A. Buyer is permitted, under any existing zoning and building restrictions, immediately to make the use of said real estate: Sanitary landfill to serve the purposes of Buyer;

B. Buyer is successful in the aforesaid test case and the sale of bonds pursuant thereto within the six month period hereinabove specified;

C. Buyer is successful in obtaining within said period any permits or approvals relating to the operation of such a landfill upon such real estate which are or may hereafter be required by the United States Government, the State of Iowa or any governmental subdivision, board, commission or agency having jurisdiction thereof free of any conditions or restrictions deemed by the agency to be so burdensome as to effectively preclude such operation; and

D. Buyer is otherwise free of legal restraint as to the operation of such a landfill upon such real estate or the acquisition of such real estate for such use at the time herein specified for Buyer to take title to such real estate.

2. TAXES. Seller shall pay one-third of the 1970 real estate taxes payable in the year 1971, and all unpaid taxes for prior years. Any balance of taxes and/or subsequent taxes shall be paid by Buyer in the event title is conveyed as agreed.

3. SPECIAL ASSESSMENTS. Seller shall pay all special assessments which are a lien on the date of acceptance of this offer. All other special assessments shall be paid by Buyer.

4. INSURANCE. Seller shall maintain at least $51,000.00 of fire, windstorm and extended coverage insurance until title is transferred and shall forthwith secure endorsements on the policies in such amount making loss payable to the parties as their interests may appear. Risk of loss from such hazards is on Buyer only when and as soon as (1) this offer is signed by both Seller and Buyer and (2) upon performance of this paragraph by Seller, and (3) after a copy hereof is delivered to Buyer. Buyer, if it desires, may obtain additional insurance to cover such risk. Buyer shall reimburse Seller for the cost to Seller of the maintenance of such insurance during such period as transfer of title remains pending under this agreement. In addition, Buyer will at Buyer's expense and within ten days of

acceptance of this offer by Seller, obtain public liability coverage at least to the extent of $250,000.00 per individual claim and $500,000.00 per occurrence and property damage coverage at least to the extent of $50,000.00 per individual claim and $100,000.00 per loss and shall within the period specified herein furnish unto Seller suitable memoranda of such coverage.

5. POSSESSION. If Buyer timely performs all obligations within that period of those periods above specified which has the earliest termination date, title shall thereupon be delivered to Buyer, with adjustments of rent, insurance and interest as of date of transfer of possession. Buyer is taking subject to rights of Lessees which are represented to Buyer as being residential and from month to month only. Seller shall forthwith produce any written lease or leases on said premises for examination and assignment. Possession in anticipation of title shall vest in Buyer upon the execution of the acceptance of this offer by Seller without cost or obligation to Buyer other than as specified herein.

6. FIXTURES. (a) All personal property that integrally belongs to or is part of said real estate, whether attached or detached, such as light fixtures (including florescent tubes but not mazda bulbs), shades, rods, blinds, venetian blinds, awnings, storm windows, storm doors, storm sashes, screens, attached linoleum, plumbing fixtures, water heaters, water softeners, automatic heating equipment, air conditioning equipment other than window type, door chimes, build-in items and electrical service cable, fencing, gates and other attached fixtures, trees, bushes, shrubs and plants, shall be considered a part of real estate and included in this sale. (b) Outside television towers shall be a part of and included in this sale.

7. ADDITIONAL PROVISIONS. It is expressly stipulated and agreed that the possession in anticipation of title contemplated by this offer and acceptance shall vest in Buyer subject to the following reservations: (a) That the Buyer will extend to the tenants now residing in the houses upon such premises reasonable opportunity to find other housing. (b) That the Seller shall have the unrestricted right to hold on said premises a closing out sale of the machinery and equipment used in his farming operations at any time within six months from and after the date of settlement. (c) Seller reserves the right to continue the storage of grain now stored upon such premises in the locations where now stored until title is conveyed, the right to the inspection thereof, and right to the removal of same within a reasonable time thereafter and/or as may be directed by A.S.C.S. from time to time. (d) Buyer shall not anticipate in its operations the actual issuance or adoption of such zoning permits or changes as may be necessary under the law. (e) Seller and Buyer respectively shall be exclusively responsible for the acts or conduct initiated or controlled by each during such period of possession and shall hold the other party harmless from any third party claims as a result thereof.

8. PURCHASE PRICE. It is agreed that at the time of settlement, funds of the purchase price may be used to pay taxes, other liens and to acquire outstanding interests, if any, of other parties.

9. ACCEPTANCE. If this offer is not accepted by Seller on or before March 19, 1970, it shall become null and void and all payments shall be repaid to the Buyer.

10. STATUS QUO MAINTAINED. Said real estate (and any personal property contracted for) as of date of this offer, and in its present condition will be preserved and delivered intact at the time possession is given. Except, however, in case of loss or destruction of part or all of said premises from causes covered by the insurance thereon. Buyer agrees to accept such insurance recovery (proceeds to be applied as the interests of the parties appear) in lieu of that part of the damaged or destroyed improvements and Seller shall not be required to repair or replace same. Buyer shall thereupon complete the contract and accept the property. Buyer accepts said premises in "as is" condition.

11. ABSTRACT AND TITLE. Seller shall promptly continue and pay for the abstract of title to and including date of acceptance of this offer, and deliver to Buyer for examination. The abstract shall become the property of the Buyer when the purchase price is paid in full, and shall show merchantable title in conformity with this agreement, the land title law of the State of Iowa and Iowa Title Standards of the Iowa State Bar Association. Seller shall pay costs of additional abstracting and/or title work due to act or omission of Seller, including transfers on death of Seller or assigns.

12. DEED. Upon payment of purchase price, Seller shall convey title by general warranty deed, with terms and provisions as per form approved by the Iowa State Bar Association, free and clear of liens and incumbrances, reservations, exceptions or modifications except as in this instrument otherwise expressly provided. All warranties shall extend to time of acceptance of this offer, with special warranties as to acts of Seller up to time of delivery of deed.

13. TIME IS OF THE ESSENCE. Time is of the essence in this Agreement.

14. REMEDIES OF THE PARTIES - FORFEITURE - FORECLOSURE - REAL ESTATE COMMISSIONS:

(a) If Buyer fails to fulfill this agreement, the Seller may forfeit the same as provided in the Code of Iowa, and all payments made hereunder shall be forfeited. If Buyer fails to fulfill agreement, Seller will hold Buyer harmless from payment of any real estate commission in connection with such sale. Both parties represent to each other that there are no "finders fees" earned or to be paid.

(b) If Seller fails to fulfill this agreement the Buyer shall have the right to have all its payments made hereunder returned to it.

(c) In addition to the foregoing remedies, Buyer and Seller each shall be entitled to any and all other remedies, or action at law or in equity, including foreclosure, and the party at fault shall pay costs and attorney fees, and a receiver may be appointed.

15. EQUITY. If Buyer assumes or takes subject to a lien on this property, or is purchasing an interest of an equity holder, the Seller, or its Broker, or Realtor, shall furnish Buyer with a statement, or statements, in writing, from the holder of such lien or interest, showing the correct and agreed balance or balances.

16. ALLOCATION OF VALUE OF ASSETS. Buyer and Seller shall cooperate to make a reasonable allocation of values for the assets herein purchased; but failure to reach an agreement shall not in any manner delay or invalidate this contract or its performance.

17. APPROVAL OF COURT. If this property is an asset of any estate, trust or guardianship, this contract shall be subject to Court approval, unless declared unnecessary by the Buyer's attorney. If necessary, the appropriate fiduciary shall proceed promptly and diligently to bring the matter on for hearing for Court approval. (In that event a Court Officer's Deed shall be used.)

18. CONTRACT BINDING ON SUCCESSORS IN INTEREST. This contract shall apply to and bind the heirs, executors, administrators, assigns and successors in interest of the respective parties.

19. Words and phrases herein, including any acknowledgment hereof, shall be construed as in the singular or plural number, and as masculine, feminine or neuter gender, according to the contract.

20. RENTALS PENDING TRANSFER OF TITLE. It is stipulated and agreed that Buyer may, during the period beginning with the date of acceptance of this offer and ending with the date of delivery of title or the date of termination of the six month period above specified, whichever date first occurs, have and enjoy the possession of the property described herein as its own subject to the following provisions:

(a) Buyer shall not commit waste thereon during such period.

(b) In the event Buyer shall for any reason fail to take title as agreed, Buyer shall be entitled to the return of its earnest money paid as hereinbefore specified, but only if any and all crop and/or cash rentals due Buyer from farm tenants or operators are greater in value; but in no event shall Seller receive less than $3,000.00 either in the form of earnest money or crop and/or cash rentals.

DES MOINES METROPOLITAN AREA
SOLID WASTE AGENCY

by______________________________
CHAIRMAN

BUYER

MARIE ANN LINN REALTY CO.

by______________________________
President

by______________________________
Secretary

SELLER

STATE OF IOWA:: ss:
COUNTY OF POLK:

On this _____day of March, 1970, before me, the undersigned, a Notary Public in and for Polk County, Iowa, personally appeared Charles W. VanderLinden, to me personally known, who, being by me duly sworn, did say that he is the Chairman of the Des Moines Metropolitan Area Solid Waste Agency: that said instrument was signed on behalf of said agency and the said Charles W. VanderLinden acknowledged the execution of the same to be his voluntary act and deed by him voluntarily executed.

____
Notary Public in and for Polk County, Iowa

STATE OF IOWA:: ss:
COUNTY OF POLK:

On this _____day of March, 1970, before me, the undersigned, a Notary Public in and for Polk County, Iowa, personally appeared Mabel Pomerantz and Isadore Pomerantz, to me personally known, who, being by me duly sworn, did say that they are the President and Secretary, respectively, of said corporation executing the foregoing instrument; that said instrument was signed on behalf of said corporation by authority of its Board of Directors; and that the said Mabel Pomerantz and Isadore Pomerantz as such officers acknowledged the execution of said instrument to be the voluntary act and deed of said corporation, by it and by them voluntarily executed.

____
Notary Public in and for Polk County, Iowa

DOCUMENT IX-2

EXTENSION AGREEMENT

WHEREAS, Marie Ann Linn Realty Co., an Iowa corporation, Seller, and Des Moines Metropolitan Area Solid Waste Agency, an organization created and existing under the provisions of Chapter 28E, 1966 Code of Iowa, as amended, and Chapter 236 Acts of 63rd General Assembly, First Session, Buyer, have previously entered into an agreement for the sale and purchase of certain real estate as hereinafter described, and

WHEREAS, it is the desire of said parties to extend and modify said agreement dated March 19, 1970,

NOW, THEREFORE, FOR AND IN CONSIDERATION of the sum of One Dollar and Other Valuable Considerations in hand paid Seller by Buyer, receipt of which is hereby acknowledged, and in further consideration of the mutual covenants and agreements of said parties as herein set forth, IT IS MUTUALLY AGREED as follows, to-wit:

1. That the aforesaid agreement of March 19, 1970, is extended for a period of five (5) years from and after September 18, 1970.

2. That immediately on the execution of this Extension Agreement, Buyer will pay unto Seller the sum of $10,000.00 in cash, which said sum shall be credited by Seller against annual interest payments due from Buyer to Seller, which said interest shall be computed at an annual rate of 8 3/4% on the agreed upon approximate purchase price of said real estate subject of agreement of March 19, 1970; said approximate purchase price agreed upon being $240,000.00. In addition, and on or before December 1, 1970, Buyer will pay unto Seller the balance of $11,000.00, which said sum represents the balance in full of interest on said sum of $240,000.00 at the rate specified for the period from September 18, 1970, to September 17, 1971. Buyer shall be credited with the sum of $3,000.00 due Buyer as a rebate of earnest money under paragraph 20 (b) of the said agreement of March 19, 1970; said rebate shall be paid from proceeds of the 1970 corn crop to be harvested on said premises.

3. After the payment of interest by Buyer unto Seller as specified above, Buyer will annually and on or before September 18th of each year of this Extension Agreement and in one lump sum payment pay unto Seller the sum of $21,000.00; which said sum represents interest at rate specified above on said approximate principal sum of $240,000.00. The first annual payment after payment of sum specified in Paragraph 2 above shall be made unto Seller by Buyer on or before September 18, 1971. Provided, however, that in the event Buyer shall take possession of said real estate and commence using same for sanitary landfill purposes at any time during the term of this agreement, Buyer will immediately pay unto Seller the precise purchase price computed at the rate of $600.00 per acre in accordance with the Agreement of March 19, 1970. On the completion of the sale of said real estate any unearned prepaid interest shall be by Seller credited against the total purchase price aforesaid and in the event Buyer cannot consummate the sale as hereinbefore referred to, any such prepaid unearned interest shall become the absolute property of Seller and shall be considered to be liquidated damages for Buyer's failure to complete the transaction.

4. Seller will pay all taxes and assessments due against said described real estate including those due for the year 1970 and payable in 1971. Buyer will pay all subsequent taxes and special assessments due commencing with those of the year 1971 due and payable in 1972.

5. Buyer will pay premiums due on all insurance coverage maintained in connection with the provisions of Paragraph 4 of said agreement of March 19, 1970, including but not limited to premiums due for coverage furnished for the period from September 1, 1970, and will comply with all of the provisions of said Paragraph 4 of said agreement of March 19, 1970, and if Seller has paid any such premiums, Buyer will reimburse Seller therefor immediately on presentation of statement for the same. If any losses occur during the term of this agreement and insurance settlements are made therefor, such loss payments shall be placed in escrow and if the Buyer does not sonsummate the sale as hereinbefore referred to then such escrowed funds shall become the absolute property of the Seller. However, if such sale is consummated such escrowed funds shall become the property of the Buyer. The parties hereto agree that at the time of such loss and any payments received therefor to mutually designate an acceptable escrow agent with whom such funds may be deposited.

6. Buyer acknowledges that it has had possession of said real estate since execution of the agreement of March 19, 1970, and further agrees that it will retain possession of same during the period of this Extension Agreement. Provided, however, that until such time as Buyer uses said real estate for sanitary landfill purposes, it may utilize said real estate for custom farming or related purposes only and will perform such farming or related use in an acceptable, good and husbandlike manner, avoiding any uses of all of said premises that might contribute to waste and deterioration of all of said premises.

7. If Buyer does not within the period of this agreement utilize said premises for sanitary landfill purposes then and on the expiration of said five (5) year period and on or about September 18, 1975, Buyer will deliver possession of all of said described real estate unto said Seller in as good a condition as it was at the time of entry by Buyer, normal wear and tear excepted.

8. Until such time as purchase of said real estate is consummated as provided in said agreement of March 19, 1970, and this Extension Agreement, Seller shall have the right to maintain at his expense a representative on said premises to oversee use of said premises.

DOCUMENT IX-2 (Page 2)

9. It is further agreed that immediately on use of said premises by Buyer for sanitary landfill operations that the agreement of March 19, 1970, and this Extension Agreement become an irrevocable contract for the sale and purchase of the real estate described as follows, to wit:

> Lots 3, 4 and the West Half (W 1/2) of Lot 5 in Section 1, Township 78
> North, Range 22, West of the 5th P.M., Iowa, containing 183.31 acres,
> and
> Government Lots 1, 2 and 6 in the Northeast Fractional Quarter of
> Section 2, Township 78 North, Range 22, West of the 5th P.M., Iowa
> (except public highways).

10. It is specifically agreed that the seller shall succeed to the rights of the Buyer under that certain lease as to such real estate between the Buyer and Don Altman covering the crop year 1970 and the right to the landlord's portion under such lease subject to the terms of such lease and the expense of harvesting and removing such crops. It is further agreed that in any case where it should become apparent during any annual leasehold period that the Buyer will be unable to consummate the purchase of the real estate within the period of the extension for any of the reasons set forth as conditions in paragraph 1, subparagraphs A through D of the said agreement dated March 19, 1970, the Buyer and its tenants shall nonetheless be entitled to tend and harvest any and all crops then planted upon said real estate. Provided, however, that any leasing agreement between Buyer and any tenant shall not be for a period of more than one year.

11. Except as herein provided all of the terms and conditions of said agreement of March 19, 1970, are by these parties reaffirmed.

THIS EXTENSION AGREEMENT EXECUTED THIS _______day of September, 1970

MARIE ANN LINN REALTY CO.

By:_______________________________
Mabel Pomerantz, President

By:_______________________________
Isadore Pomerantz, Secretary
SELLER

DES MOINES METROPOLITAN AREA SOLID WASTE AGENCY
By:_______________________________
Charles W. VanderLinden, Jr., Chairman
BUYER

STATE OF IOWA::
ss:
County of Polk:

On this ____day of September, 1970, before me, the undersigned, a Notary Public in and for Polk County, Iowa, personally appeared Mabel Pomerantz and Isadore Pomerantz, to me personally known, who, being by me duly sworn, did say that they are the President and Secretary, respectively, of said corporation executing the foregoing instrument; that said instrument was signed on behalf of said corporation by authority of its Board of Directors; and that the said Mabel Pomerantz and Isadore Pomerantz as such officers acknowledged the execution of said instrument to be the voluntary act and deed of said corporation, by it and by them voluntarily executed.

____
Notary Public in and for Polk County, Iowa

STATE OF IOWA::
ss:
County of Polk:

On this _________day of September, 1970, before me, the undersigned, a Notary Public in and for Polk County, Iowa, personally appeared Charles W. VanderLinden, Jr., to me personally known, who, being by me duly sworn, did say that he is the Chairman of the Des Moines Metropolitan Area Solid Waste Agency; that said instrument was signed on behalf of said agency and the said Charles W VanderLinden, Jr., acknowledged the execution of the same to be his voluntary act and deed by him voluntarily executed.

____
Notary Public in and for Polk County, Iowa

DOCUMENT IX-3

IMSWAD DES MOINES METROPOLITAN AREA SOLID WASTE AGENCY

ROBERT C. PORTER, *Director*

1705 HIGH STREET
DES MOINES, IOWA 50309
AREA CODE 515 282-4659

September 28, 1971

Marie Ann Linn Realty Co.
5212 Woodland Avenue
Des Moines, Iowa

Attn: Mr. Isadore Pomerantz

Dear Mr. Pomerantz:

It is our intention to commence using the farm purchased from you for a sanitary landfill. Site preparation work will begin immediately after acknowledgment of this letter of intent by you. Upon acknowledgment of the use of the land by the Agency you will receive the sum of $2500 and the like amount on the 28th day of every month thereafter for a period of five (5) months. This in no way alters the original contract or any extensions.

The operation will be conducted in accordance with the various provisions of the land purchase agreement dated 3/18/1970 and all extensions thereafter.

The Agency further agrees that it will hold harmless at its expense Marie Ann Linn Realty Company from any and all claims arising of and or because of this agreement.

Should, however, the Agency choose to pay the purchase price before the end of the period specified, this agreement becomes null and void.

Please acknowledge receipt of this letter of intent by signing below.

Yours very truly,

DES MOINES METROPOLITAN
AREA SOLID WASTE AGENCY

Robert C. Porter, P.E.
Director

ACKNOWLEDGED BY:
MARIE ANN LINN REALTY COMPANY

By: /s/ Isadore Pomerantz
DATE: Sept 28, 1971

city of des moines

Legal Department

CORPORATION COUNSEL
PHILIP T. RILEY

CITY SOLICITOR
JOHN F. MCKINNEY, JR.

ASSISTANT CITY ATTORNEYS
M. A. IVERSON
JAMES F. FOWLER
JACK L. BRIGGS
STEPHEN R. GADD
EUGENE E. OLSON
GEORGE H. RAY
DONALD R. BENNETT
JOHN R. KLAUS

December 8, 1970

Honorable Chairman and Members
of the Agency Board of the Des Moines
Metropolitan Area Solid Waste Agency

Re: Des Moines Metropolitan Area Solid Waste Agency Condemnation Procedures.

Dear Sirs:

This will acknowledge receipt of an inquiry from Mr. Robert C. Porter, P.E., Director of the Des Moines Metropolitan Area Solid Waste Agency in the following form:

> "Pursuant to a recommendation made to the Des Moines Metropolitan Area Solid Waste Agency on November 10, 1970 concerning the purchase of a site to be used as a sanitary landfill in the Southwest part of Polk County, I request consideration of the alternatives of the condemnation procedure.
>
> As Director of the Agency I have recommended to the Board that they consider condemnation of 160 acres of land located in the NW 1/4 of Section 32, Bloomfield Township, Polk County, Iowa.
>
> The farm consists of 160 acres of land (less roadways) and two houses. One, the present owner occupies as his living quarters, and the second is occupied by a tenant farmer. We would like to acquire both houses in the purchase of the 160 acres. The property is now owned by Dr. Calvin Johnson."

Consideration of condemnation possibilities as to this land requires a statement of the line of authority to condemn.

In Iowa the line of authority from the State is found partially in the Constitution and partly in the statutes.

Article 1, Section 18 of the Constitution of the State of Iowa provides as follows:

> Private property shall not be taken for public use without just compensation first being made, or secured to be made to the owner thereof, as soon as the damages shall be assessed by a jury, who shall not take into consideration any advantages that may result to said owner on account of the improvement for which it is taken.

Section 394.1, Code of Iowa, 1966 as amended by Section 21 of Chapter 1191, Acts 63rd G.A. 2nd Session provides:

> Sewage treatment plants -- acquisition -- bonds.
> Cities, towns, counties and sanitary districts incorporated under the provisions of Chapter 358 are hereby authorized and empowered to own, acquire, establish, construct, purchase, equip, improve, extend, operate, maintain, reconstruct and repair within or without the corporate limits of such city, town, county or sanitary district, works and facilities useful and convenient for the collection, treatment, purification and disposal in a sanitary manner of the liquid and solid waste, sewage, and industrial waste of any such city, town, county, or sanitary district, including sanitary disposal projects as defined in section two (2) of this Act, also swimming pools and/or golf courses, and shall have authority to acquire by gift, grant, purchase, or condemnation, or otherwise all necessary lands, rights of way, and property therefor, within or without the said city, town, county or sanitary district, to purchase and acquire an interest in such sanitary disposal project or such works and facilities which are owned by another city, town, or sanitary district and which are to be jointly used by them, and to issue revenue bonds to pay all or any part of the cost of establishing, acquiring, purchasing, con-

> structing, equipping, improving, extending, reconstructing, repairing, operating, or maintaining such sanitary disposal project or works and facilities, including the amount agreed upon for the purchase and acquisition by a city, town, county, or sanitary district of an interest in the sanitary disposal project or works and facilities which are owned by another city, town, county or sanitary district and which are to be jointly used. As used in this chapter the words "Works and facilities", "works" or "facilities" shall include but not be limited to sanitary disposal projects as defined in section two (2) of this Act.

Chapter 472 of the Code of Iowa, 1966, is statutory amplification of this power. Some critical provisions of such chapter are as follows:

> 472.1 Procedure provided. The procedure for the condemnation of private property for works of internal improvement, and for other public uses and purposes, unless and except as otherwise provided by law, shall be in accordance with the provisions of this chapter.
>
> 472.2 By whom conducted. Such proceedings shall be conducted:
> 1. By the attorney general when the damages are payable from the state treasury.
>
> 2. By the county attorney, when the damages are payable from funds disbursed by the county, or by any township, or school corporation.
>
> 3. By the city attorney, when the damages are payable from funds disbursed by the city or town.
>
> This section shall not be construed as prohibiting any other authorized representative from conducting such proceedings.
>
> 472.3 Application for condemnation. Such proceedings shall be instituted by a written application filed with the chief judge of the judicial district of the county in which the land sought to be condemned is located. Said application shall set forth:
> 1. A description of all the property in the county, affected or sought to be condemned by its congressional numbers, in tracts not exceeding one-sixteenth of a section, or, if the land consists of lots in a city or town, by the numbers of the lot and block, and plat designation.

2. A plat showing the location of the right of way or other property sought to be condemned with reference to such description.
3. The names of all record owners of the different tracts of land sought to be condemned, or otherwise affected by such proceedings, and of all record holders of liens and encumbrances on such lands; also the place of residence of all such persons so far as known to the applicant.
4. The purpose for which condemnation is sought.
5. A request for the appointment of a commission to appraise the damages.

472.4 Commission to assess damages. Annually the board of supervisors of a county shall appoint not less than twenty-eight residents of the county and the names of such persons shall be placed on a list and they shall be eligible to serve as members of a compensation commission. One-fourth of the persons appointed shall be owner-operators of agricultural property, one-fourth of the persons appointed shall be owners of city or town property, one-fourth shall be licensed real estate salesmen or real estate brokers, and one-fourth shall be persons having knowledge of property values in the county by reason of their occupation, such as bankers, auctioneers, property managers, property appraisers, and persons responsible for making loans on property.

The chief judge of the judicial district shall select by lot six persons from the list, two persons who are owner-operators of agricultural property when the property to be condemned is agricultural property; two persons who are owners of city or town property when the property to be condemned is other than agricultural property; and two persons from each of the remaining two representative groups, and shall name a chairman from the persons selected. No member of the compensation commission selected shall possess any interest in the proceeding which would cause such person to render a biased decision, who shall constitute a compensation commission to assess the damages to all real estate to be taken by the applicant and located in the county.

472.25 Right to take possession of lands. Upon the filing of the commissioners' report with the sheriff, the applicant may deposit with the sheriff the amount assessed in favor of a claimant, and thereupon the applicant shall, except as otherwise provided, have the right to take possession of the land condemned and proceed with the improvement. No appeal from said assessment shall affect such right, except as otherwise provided. Upon appeal from the commissioners' award of damages the district court, wherein said appeal is pending, may direct that such part of the amount of damages deposited with the sheriff, as it finds just and proper, be paid to persons entitled thereto. If upon trial of said appeal a lesser amount is awarded the difference between the amount so awarded and the amount paid as above provided shall be repaid by the person or persons to whom the same was paid and upon failure to make such repayment the party entitled thereto shall have judgment entered against the person or persons who received such excess payment.

472.26 Dispossession of owner. A landowner shall not be dispossessed, under condemnation proceedings, of his residence, dwelling house, outhouse, orchard, or garden, until the damages thereto have been finally determined and paid. This section shall not apply to condemnation proceedings for drainage or levee improvements, or for public school purposes.

472.33 provides for attorneys fees to the owner if the commission award is more than 110% of the final offer and on appeal if the award on appeal is more than the commissioners allowed.

472.34 Refusal to pay final award. Should the applicant decline, at any time after an appeal is taken as provided in section 472.18, to take the property and pay the damages awarded, he shall pay, in addition to the costs and damages actually suffered by the landowner, reasonable attorney fees to be taxed by the court.

Such powers are made potentially available to the Des Moines Metropolitan Area Solid Waste Agency through Section 11 of Chapter 236, Acts of the 63rd G.A. 1st session which provides as follows:

> Eminent domain. Any public agency participating in an agreement authorizing the joint exercise of governmental powers pursuant to this Act may exercise its power of eminent domain to acquire interests in property, under provisions of law then in effect and applicable to such public agency, for the use of the entity created to carry out such agreement. Any interests in property so acquired shall be deemed acquired for a public purpose of the condemning public agency, and the payment of the costs of such acquisition may be made pursuant to such agreement or to any separate agreement between or among said public agency and such entity or the other public agencies participating in such entity or any of them. Upon payment of such costs, any property so acquired shall be and become the property of the entity.

We are thus led to the fairly simple conclusion that the Solid Waste Agency may arrange for the condemnation of lands and this conclusion is not in an area of doubt. The State Legislature has specifically permitted it. The Iowa Supreme Court in the case of Goreham, et al vs Des Moines Metropolitan Area Solid Waste Agency, et al, 179 N.W. 2d 449, has reviewed and approved the validity and capacity of the Agency.

A more difficult problem is posed by the relationship of solid waste sanitary landfill procedures to the condemnation process. In view of these scientific-practical considerations which govern the location and operation of landfill sites, a site or sites tentatively selected for such operation on the basis of proximity to certain centroids of population or other collection area considerations are either useful or non-useful, in whole or in part, depending upon the existence of soils data information which can be reliably gathered only by a thorough substrata examination by a reliable coreing operation under the guidance and supervision of a competent soils engineer. There is no way of telling from any pre-existing data, maps or charts, or from any surface visual observations, whether or not any certain lands will be useful for landfill purposes.

Accordingly, the condemnation process is not useful for the fee acquisitions of landfill sites unless it is in some way preceded by such a substrata examination of such proposed sites. Under present Iowa law this could be accomplished by the Agency with the permission of the property owners and tenants. Neither the Agency nor any city, town or county condemning on its behalf has any such power over the objections of such owners or tenants. In the case of such objections the condemning authority must condemn a right of entry for such exploration, then make such exploration, then decide whether or not to condemn the land. The law on this point is illustrated by the case of Iowa State Highway Commission v. Hipp, 259 Iowa 1082,147 N.W. 2d 195. The law was later changed to permit such surveys for highway purposes but not others by Chapter 258, Acts of the 62nd G.A. (1967).

The only statutory power of survey in advance of condemnation is limited to acquisitions for highways. It is obvious that an agency and any city, town or county condemning for it would have no desire to acquire lands only to find such land to be wholly or partially unuseable for agency purposes. We are thus committed to a two-stage condemnation procedure where condemnation is to be used except in the rare event where price is the only issue and the property owners and tenants are willing to permit full soils exploration voluntarily.

A parallel problem in landfill site location grows out of the need to obtain special use permits for the land to enable the land to be used for landfill purposes. Here scheduling becomes very critical. In normal zoning procedures the conception is that only a person or party with an interest in property may invoke the jurisdiction of a Board of Adjustment as to that property. It thus appears that the process of acquiring land by condemnation must follow essentially the following sequence:

1. Condemnation of right of entry for exploration.
2. Exploration.
3. Filing petition for condemnation of a fee, easement or leasehold.
4. Filing petition for special use permit.
5. Condemnation of the land.
6. Hearing on the special Use permit.
7. Possible appeals of condemnation award.
8. Possible appeals of special use permit

A second problem in coordination lies in the need to have the funds available for purchase of the land at the time the land becomes available through condemnation procedures. In the case of the Agency this means having such land become available for purchase by condemnation at or about the time the money becomes available from the sale of revenue bonds which are proposed to be issued by the Agency. While bond attorneys have assured the Agency that its bonding authority is not dependent upon the Agency having a full 20 year right of use of two sites, they have insisted that the Agency have a clear right to perform a landfill operation on at least one such site adequate in capacity to last the life of the bonds. In present circumstances, this means that the Pomerantz landfill special use permit case would have to be resolved favorably to the Agency a minimum of approximately three months before the condemnation proceedings would proceed to the possession stage on a west side property in order to permit sale of the bonds and assure availability of the proceeds at the possession stage. While not clearly defined in the law, failure to deposit the funds to pay for the land at such time could result in forfeiture by the Agency of the advantages gained until that time by the forfeiture proceedings and payment of the expenses of the condemnee as provided by Section 472.34, supra.

Another contingency is of course Chapter 1191, Acts of the 63rd G.A., 2nd Session, Sections 6 and 10, which requires certification of a sanitary disposal project site as a condition precedent to its continued use from and after July 1, 1975. Such requirement is substantially equal in its effects as is the requirement for a special use permit under the zoning regulations.

Such contingencies as to funding and as to certification of the land as a sanitary disposal project are not insuperable obstacles but must be considered along with the contingencies as to the subsurface examination and the special use permit in making the decision as to whether or not to proceed by the condemnation method.

One further contingency is one suggested by Section 11 of Chapter 236, Acts of the 63rd G.A. Under this section eminent domain acquisition of real estate on behalf of an agency is performed by one of the participating members of the agency and not by the agency itself. Condemnation under such section on behalf of the agency is of course at the cost of the Agency but is dependent upon the existence of an agreement between the Agency and that participating member doing the condemnation specifying the land to be acquired, the Agency purposes to be served and other incidents of the acquisition. The presently existing amended and substituted Intergovernmental Agreement creating the Des Moines Metropolitan Area Solid Waste Agency provides for no such delegation and use of condemnation would involve the negotiation by the Agency of a separate agreement to make such a delegation to a member upon mutually satisfactory terms. While any one of the members may volunteer to assume this function on behalf of the Agency, enter into such a separate agreement, and be reimbursed by the Agency for its costs in doing so, the separate agreement should provide for coordination of the condemnation steps with the provisions for soil survey, special use permit, financing, and the certification of the land as a sanitary disposal site.

We have cited the Agency Board members to Section 26 of Chapter 472 which prohibits involuntary acquisition by the Agency of a homestead before the condemnation award is finally determined and paid. While this would not preclude the prompt taking of the entirety of the land described in the question submitted, the restriction must be borne in mind in making condemnation plans.

The probable overall period of time from a decision of the Agency Board directing the Director to commence negotiation of an agreement with a member to condemn land to the time the Agency may take and exercise a possession useful to the Agency for landfill purposes, would be probably no less than 18 months and probably no more than 24 months. Within that range the time will be directly related to the amount of time, energy, skill and moneys which are put into the contest on each side.

Your attorneys will of course follow the directions of the Agency Board in this regard. If such direction is to proceed to condemnation, we will proceed at once to assist the Director in working out a satisfactory form of separate agreement with the Agency member chosen to do the condemnation for approval by the governing body of such member and the Agency Board.

Respectfully submitted,

M. A. Iverson,
Assistant City Attorney

MAI:efr

DOCUMENT X-1

IN THE DISTRICT COURT OF THE STATE OF IOWA IN AND FOR POLK COUNTY

ERNEST VOGELAAR, EVELYN)
COLYN, EVELYN DANKS,)
COLYN DANKS, BENJAMIN HIBBS,)
MARION HIBBS, RALPH BUCKINGHAM,)
RALPH COLYN, SLOAN CORPORATION)
AND RICHARD BURDOCK,)
Plaintiffs,)
vs.)
POLK COUNTY ZONING BOARD OF)
ADJUSTMENT AND DES MOINES)
METROPOLITAN AREA SOLID WASTE)
AGENCY, CHARLES VANDERLINDEN,)
CHAIRMAN AND DIRECTOR,)
Defendants.)

LAW NO. 97326
FORMERLY EQUITY NO. 74484
FINDINGS OF FACT
AND
CONCLUSIONS OF LAW

WALDO F. WHEELER, JUDGE

The above-entitled matter came on for trial before the Court on September 28, 1970, the plaintiffs appearing by their attorneys, Howard Life and Patrick Life, the defendant Polk County Zoning Board of Adjustment, hereinafter referred to as the "Board," appearing by their attorney, Robert Scism, and the defendants Des Moines Metropolitan Solid Waste Agency and Charles VanderLinden, Chairman and Director, hereinafter referred to as the "Agency" appearing by their attorney, M. A. Iverson. Trial was completed on September 30, 1970, and October 9, 1970, was set as the final date for filing of all briefs. Prior to the commencement of the trial the case was, upon motion of the defendants, transferred to law and the trial was held at law. Other oral motions were made and disposed of by oral rulings which appear in the record.

Upon motion of the defendants at the close of all of the evidence paragraph (a) (3) of plaintiffs' petition designated as the words "which will create a nuisance" appearing in line 9 of the first sentence and the entire last sentence of said paragraph were ordered stricken by ruling of the Court. Defendants' motion to strike paragraphs (a)(1) and (a)(2) were taken under consideration by the Court. The Court having examined the pleadings and having considered the statements of counsel with respect to said motion to strike now rules that defendants' motions to strike paragraphs (a)(1) and (a)(2) of plaintiffs' petition be and the same are hereby sustained on the ground that plaintiffs have failed to produce sufficient evidence to raise the issues therein contained. The case of Wesberry vs. Sanders 84 Sup Ct 526, 376 U.S. 1, and cases following it, have no application to the case at bar for the reason that there is insufficient evidence upon which to make a determination in regard to the validity of the selection of the Polk County Board of Adjustment and for the further reason that said cases apply only to the election or selection of governmental bodies, and the Court is aware of no court decision, binding upon this Court, holding that the actions of a de facto governmental body were invalid even in the face of a holding that their selection was in violation of the principle "one man, one vote." The plaintiffs have no standing to bring an appeal under the provisions of subparagraph 3 of Section 358A.15 of the Code of Iowa, as the actions of the Board have at no time been purported to have been taken under said provision, but rather under the provision of subparagraph 2 of said Section 358A.15 of the Code of Iowa. The Court also took under advisement plaintiffs' objection to defendants' Exhibit 24. It is the ruling of the Court that said exhibit is admissible for the sole purpose of showing such bearing as it may have upon the question of the sufficiency of the evidence before the Board upon which it relied in issuing the special permit in question.

The Court having heard the evidence, inspected the files and records, including the return to the writ, considered the briefs of counsel and being fully advised in the premises now makes the following findings of fact and conclusions of law.

FINDINGS OF FACT

1. That the defendant Agency is a legal entity organized and existing under the provisions of Chapter 28E, Code of Iowa 1966, as amended and Chapter 236, Acts of the 63rd General Assembly, first session, as amended.

2. That the defendant Agency has made a valid and subsisting offer to buy certain real estate situated in the County of Polk, State of Iowa, legally described as:

> Lots 3, 4 and the West half (W 1/2) of Lot 5 in Section 1, Township 78 North, Range 22, West of the 5th P.M., Iowa, containing 183.31 acres, and Government Lots 1, 2 and 6 in the Northeast Fractional Quarter of Section 2, Township 78 North, Range 22, West of the 5th P.M., Iowa (except public highways)

from Marie-Ann-Linn Realty Company, which offer has been accepted by Marie-Ann-Linn Realty Company and said agreement extended through September 18, 1975, by mutual agreement of said parties and remains in full force and effect.

3. That the plaintiffs are owners of land contiguous to the land described in paragraph 1 hereof and are entitled to bring this certiorari action under the provisions of Section 358A.18 of the Code of Iowa.

4. That the landfill site in question is in an A-1 agricultural district as defined in the Zoning Ordinances of Polk County, Iowa.

5. That the defendant Agency proposes to make use of the real estate described in paragraph 2 above for a sanitary landfill site and prepatory to the use of such site they hired the firm of Henningson, Durham and Richards, Inc., to make certain studies and investigations of the proposed site, the results of which studies were introduced in evidence by the testimony of witnesses from said firm and through exhibits prepared by them. Said firm has also been hired by the Agency to consult with said Agency concerning their program for the disposal of solid waste, and their methods for the operation of a sanitary landfill were also explained by the testimony of witnesses and by exhibits introduced at the trial.

6. That the various studies made by the consulting firm under the direction of the Agency and the proposed plans for operation of the sanitary landfill were presented to the Board at a hearing held by the Board on May 21, 1970, at which hearing the Board considered the application of the Agency for a special permit for the operation of a sanitary landfill on the land described in paragraph 2.

7. That at the hearing on May 21, 1970, before the defendant Board the plaintiffs were given a full hearing concerning their objections to the use of the proposed land for the sanitary landfill. That the Court after full consideration of the testimony introduced by plaintiffs finds that plaintiffs have failed to prove by a preponderance of the evidence that the future operation of a sanitary landfill by the Agency will pollute the atmosphere, pollute subterranean waters, will damage wells and will make unusable for livestock open streams and water that will be polluted by said landfill. To the contrary, the Agency has shown that the land proposed to be used for the sanitary landfill is underlain by a thick layer of glacial till, a dark grey and brown silty, sandy clay, through which surface water is not likely to penetrate. The stratum of glacial till is over 30 feet thick and lies above the level of the permanent water table in the area and will prevent surface water from entering into aquifers below it which supply most of the deep wells in the vicinity. That the proposed operation of the sanitary landfill will be operated in such a way as to prevent surface water from percolating through the solid waste deposited on the site and that natural waterways will be directed in such manner as to prevent them from carrying off leached soluble matter from the waste material. That no burning will be permitted on the site and affirmative measures will be taken in the operation of the site to prevent the outbreak of fire in the waste material. That in the operation of the proposed sanitary landfill the Agency proposes to maintain screening in the forms of tree plantings and storage of fill dirt in such a way as to preclude a view of the actual deposit of waste materials by persons living in the near vicinity and by persons passing on the highway near by, and to take affirmative measures to prevent the blowing of debris from the site by the use of various types of fences. That each day's fill of waste material will be covered at the close of the day and will be closed in a separate cell and covered by fill dirt so as to prevent the movement of water from one of such cells to the other. Plans are also proposed for the control of rodents.

8. That the measures proposed to be taken by the agency in changing the course of the streams and natural waterways will prevent surface water from flowing through the waste material into the nearby streams.

9. The additional requirements attached to the permit are reasonably adequate to protect plaintiffs against the adverse effects to which they object, and there is sufficient evidence in the record of the proceedings before the Board upon which they could have found that the water supplies of plaintiffs and others and streams flowing near the site will be adequately protected.

10. That the landfill site is approximately seven miles east of the city limits of the City of Des Moines. The only access to the site will be from State Highway 163, which is a four lane highway between Des Moines and the entrance to the landfill site. Approximately 300 truck loads of waste material will be brought to the site from Des Moines each day it is in operation, in addition to material from other communities served by the Agency. Plaintiffs have failed to show that this increased traffic, together with present traffic and foreseen future traffic, will exceed the capacity of this highway.

CONCLUSIONS OF LAW

1. That the Court has jurisdiction of the parties hereto and the subject matter hereof.

2. Section 358A.15 of the 1966 Code of Iowa provides as follows:

> "The Board of Adjustment shall have the following powers:
>
> "1. To hear and decide appeals where it is alleged there is error in any order, requirement, decision or determination made by an administrative official in the enforcement of this chapter or of any ordinance adopted pursuant thereto.
>
> 2. To hear and decide special exceptions to the terms of the ordinance upon which such board is required to pass under such ordinance.
>
> 3. To authorize upon appeal, in specific cases, such variance from the terms of the ordinance as will not be contrary to the public interest, where owing to special conditions a literal enforcement of the provisions of the ordinance will result in unnecessary hardship, and so that the spirit of the ordinance shall be observed and substantial justice done."

While plaintiffs contend they bring their appeal under the provisions of Subsection 3 of Section 358A.15 of the Code of Iowa, it is clear from the nature of the proceedings which were had before the Board upon the Agency's application for a permit that the hearing held on May 21, 1970, by the Board was conducted under the provisions of Subsection 2 of Section 358A.15 of the Code and that if plaintiffs have any standing to challenge the issuance of the permit issued by the Board, their objections must be determined under the provisions of Subsection 2 and not under Subsection 3 of Section 358A.15

3. Subparagraph H of Article 9 of the Zoning Ordinance of Polk County, Iowa, provides as follows:

> "SPECIAL USES.
>
> The Board of Adjustment may by special permit after public hearing, authorize the location of any of the following buildings or uses in the districts and according to regulations specified below. In approving any "special use" the Board of Adjustment may prescribe appropriate conditions and safeguards. Violations of such conditions and safeguards when made a part of the terms under which the "special use" is granted, shall be deemed a violation of this Ordinance and punishable under Article 21 of this Ordinance. In addition, special permits in connection with which a violation occurs shall be subject to revocation by the Board of Adjustment. Notice of hearing by the Board of Adjustment shall be given to all property owners within five hundred (500) feet of the boundary of the property on which the special use is to be located by placing a notice in the United States mail at least ten (10) days prior to the hearing. Notices shall contain the time and location of said hearing."
>
> * * *
>
> "4. Garbage disposal. A-1, M-1, M-2, U-1 Districts."
>
> * * *
>
> "16. Dumps, including Sanitary Landfill. Dumps, A-1, M-1, M-2 and U-1 Districts only."
>
> * * *

Under the above provision of the Zoning Ordinances of Polk County, Iowa, the use of land for garbage disposal purposes is specifically authorized within certain districts, but only by a special permit after public hearing. This is preVisely the course which the Board followed in issuing the special use permit to the agency. The remaining question is whether or not the Board acted illegally in any manner in granting the permit to the Agency. The granting of such a permit capriciously or arbitrarily or without sufficient evidence before them to determine the reasonableness of granting a permit would constitute an illegal grant of a permit in violation of Section 358A.15. Plaintiffs contend that the operation of the sanitary landfill will pollute the atmosphere and subterranean waters, will damage wells and will make unusable for livestock open streams of water and that therefore the decision of the Board in granting the Agency the permit acted illegally. That insofar as it is shown by the evidence, the Board gave due consideration to the objections of the plaintiffs at the hearing held on May 21, 1970, and there was sufficient, competent evidence before them to warrant the issuance of the special permit to the Agency. Under the provisions of Section 358A.21 the hearing in this matter was de novo and in compliance with said provision the Court, perhaps out of an over-abundance of caution, has made certain findings of fact hereinabove set out for the purpose of testing the sufficiency of evidence which was before the Board, and for the purposes of testing whether or not there was support for the inherent finding in the issuance of the permit by the Board that the issuance was proper, essential, advantageous or desirable to the public good, convenience, health or welfare, Shultz vs. Board of Adjustment, 358 Iowa 804, 139 NW2d 448. In making said findings of fact it has not been the intention of the Court to substitute its judgment for that of the Board.

4. Section 358A.18 provides as follows:

> "Petition to court. Any person or persons, jointly or severally, aggrieved by any decision of the board of adjustment under the provisions of this chapter, or any taxpayer, or any officer, department, board or bureau of the county, may present to a court of record a petition, duly verified, setting forth that such decision is illegal, in whole or in part, specifying the grounds of the illegality. Such petition shall be presented to the court within thirty days after the filing of the decision in the office of the board."

Plaintiffs' petition, as limited by defendants' motions to strike and rulings thereon, sets out certain grounds which plaintiffs allege support their claim of the illegality of the action of the Board in issuing the permit. The Court has considered all of the evidence which may be reasonably said to be relevant to the grounds specifically alleged in plaintiffs' petition and upon which evidence was presented at the trial or contained in the return to the writ of certiorari and has made findings on certain grounds which may technically not be within the scope of plaintiffs' petition, but have been entered insofar as evidence thereon was introduced without objection, and the parties may be said to have submitted said issues to the Court. The Court takes note, however, that plaintiffs do not challenge the validity of Chapter 358A of the Code of Iowa or the Zoning Ordinances of Polk County, Iowa, by their petition, by evidence introduced at the trial or by brief and argument, and such issues have not been considered.

5. The Court concludes that the Board acted within the bounds of their authority, that the Board had jurisdiction to issue the permit to the Agency, that there was sufficient evidence before the Board to warrant the necessary findings for the issuance of the permit and to support the finding inherent in their issuance of the permit that said issuance was proper, essential, advantageous or desirable to the public good, convenience, health or welfare, that the action of the Board has not been shown by the preponderance of the evidence to be arbitrary or capricious, and concludes that the issuance of the permit for the sanitary landfill herein involved was valid.

6. That the writ of certiorari heretofore issued by order of this Court, dated June 15, 1970, should be annulled, plaintiffs' petition should be dismissed and costs of this action taxed to plaintiffs.

Counsel for defendants will prepare a judgment entry in accordance with the foregoing findings and conclusions, submit the same to counsel for plaintiffs and return the same to the Court for signature.

Dated this 26th day of October, 1970

/s/ Waldo F. Wheeler
JUDGE

Copies mailed to attorneys
by the Court

DOCUMENT X-2

IN THE SUPREME COURT OF IOWA

ERNEST VOGELAAR, EVELYN COLYN,
EVELYN DANKS, COLYN DANKS,
BENJAMIN HIBBS, MARION HIBBS,
RALPH BUCKINGHAM, RALPH COLYN,
SLOAN CORPORATION and
RICHARD BURDOCK,

Appellants

v

POLK COUNTY ZONING BOARD OF ADJUSTMENT
and DES MOINES METROPOLITAN AREA SOLID
WASTE AGENCY, Charles Vander Linden,
Chairman and Director,

Appellees

133
54818

Appeal from Polk District Court - Waldo Wheeler, Judge.

Neighboring property owners petitioned the district court for a writ of certiorari to review the issuance of a specail use permit for a sanitary landfill by the Polk County Zoning Board of Adjustment. The petition was granted and trial ensued. From the trial court decision annulling the writ and sustaining action of zoning board, the plaintiffs appeal.--Affirmed.

Howard S. Life and Patrick Life, of Oskaloosa, for appellants.

Robert B. Scism, of Des Moines, for appellee Polk County Zoning Board of Adjustment.

David S. Sather, of Des Moines, for appellee Des Moines Metropolitan Area Solid Waste Agency.

REYNOLDSON, J.

The trial court sustained the action of defendant Polk County Zoning Board of Adjustment in issuing a permit for construction of a sanitary landfill to defendant Des Moines Metropolitan Area Solid Waste Agency. Plaintiffs are landowners and residents in the area of the landfill site. They appeal and we affirm.

The landfill property is a 400 acre tract known as the Pomerantz farm. It is located approximately seven miles East of the Des Moines City limits in Polk County, Iowa. The real estate is in an unincorporated area zoned A-1, Agricultural District, under the county zoning ordinance. This ordinance provides for establishment of garbage disposal and dumps, including landfills, on property zoned Z-1, but only by special permit following a public hearing.

The viability of the Waste Agency, created by a number of municipalities pursuant to chapter 28E, Code, 1971, was recognized by this court in Goreham v. Des Moines Met. Area Solid Waste Agency, 179 N.W. 2d 449 (Iowa 1970). Responding to acute needs and to chapter 406, Code, 1971 (requiring the establishment of a sanitary solid waste disposal facility by every town, city and county), the Waste Agency purchased the Pomerantz farm and applied to defendant Board of Adjustment for a special use permit to construct a sanitary landfill. Following a public hearing on May 21, 1970, the board issued the requested permit subject to certain conditions and restrictions.

On June 15, 1970, plaintiffs filed a petition for writ of certiorari under provisions of § 358A.18, Code, 1971, alleging the defendant board had acted illegally in granting the special use permit.

The petition named only Polk County Zoning Board of Adjustment as defendant. Because it was initially omitted as a party, the Waste Agency maneuvered without success to have the case dismissed. The court then on its own motion ordered the agency to be brought into the cause as an indispensable party under rule 25, Rules of Civil Procedure.

Exercising its discretion to hear evidence pursuant to §358A.21, Code, 1971, the court received testimony of Waste Agency's investigations and studies relating to the construction and operation of the landfill. Testimony was adduced from which the court found the geophysical composition of the Pomerantz farm will not allow surface water to penetrate through to the permanent water table. Evidence indicated the planned operation will prevent percolating waters from flowing through deposited waste and contaminating the local water supply. Burning on this site will be prohibited. The erection of barrier fences will prevent blowing matter from being carried away from the area. Each day's waste, projected to be 300 truck loads, will be sealed in cells in a manner eliminating leakage from one to another. In addition, defendant agency plans to limit esthetic impairment by screening the landfill site with stockpiled fill dirt and trees.

Following the testimony the trial court held there was substantial evidence to support defendant board's decision to issue the permit. Plaintiffs' petition was dismissed and the writ annulled by ruling entered November 3, 1970.

Plaintiffs' 13 page brief, citing no case authority, presents three issues relied upon for reversal. These are (1) the decree of the trial court is contrary to the provisions of subsection 3 of § 358A.15, Code, 1971, (2) the decree of the trial court is contrary to the public interest, (3) the decree of the trial court allows the creation of a public nuisance contrary to the provisions of Chapter 657, Code, 1971.

I. Plaintiffs assert the decree of the trial court is contrary to the provisions of subsection 3 of § 358A.15. This contention exposes plaintiffs' confusion concerning the powers of defendant board itemized under § 358A.15. The section cited relates solely to powers of the county zoning board of adjustment, not to powers of a reviewing trial court.

Further, analysis of the application made by the Waste Agency to defendant board subsumes the action under the original jurisdiction granted in subsection 2, § 358A.15. Under subsection 2 the board of adjustment is authorized to hear and decide special exceptions to the terms of the ordinance.

In contrast, under subsection 3 of § 358A.15, the board is given power to authorize upon appeal, in specific cases, such variance from the terms of the ordinance as will not be contrary to the public interest. Under § 358A.13 appeals to a board of adjustment may be taken by any person aggrieved or by any county officer, department, board of bureau affected by a decision of the administrative officer.

As used in the context of zoning ordinances, a "variance" is authority extended to the owner to use property in a manner forbidden by the zoning enactment, where literal enforcement would cause him undue hardship; while an "exception" allows him to put his property to a use which the enactment expressly permits. Moody v. City of University Park, 278 S.W. 2d 912, 919-920 (Tex. Civ. App. 1955). See also Rosenfeld v. Zoning Board of Appeals, 154 N.E. 2d 323, 325; 19 Ill. App.2d 447, 450 (1958).

The two concepts are well clarified in Depue v. City of Clinton, 160 N.W.2d 860, 864 (Iowa 1968). In that decision we quoted with approval the following from Cunningham, Land-Use Control - The State and Local Programs, 50 Iowa L. Rev. 367, 399-400:

> "Since World War II, however, most courts have come to recognize that a 'special exception' permits in a particular district a use not otherwise permitted when certain conditions specifically set out in the ordinance are satisfied * * *. A 'variance', on the other hand, relaxes the zoning regulations when literal enforcement would result in 'unnecessary hardship'."

The "special use permit" granted defendant waste agency falls within the modification authorized by § 358A.15(2) and is a "special exception", rather than a "variance" authorized by § 358A.15(3). Plaintiffs' agrument that trial court's ruling was contrary to § 358A.15(3) misses its mark completely. The proceeding was under § 358A.15(2) throughout.

II. Plaintiffs next contend trial court's holding is contrary to the public interest. This issue was not raised below unless it can be read into the allegations of subparagraph 2(a) (4) of the petition that the landfill operation will cause pollution of atmosphere and water. The trial court concluded the issuance of the special permit was proper, essential, and advantageous to the public good. The scope of our review thus becomes important. Although review in the district court is de novo in the sense that testimony in addition to the return may be taken if it appears to the court necessary for proper disposition of the matter, the testimony should rightfully be confined to questions of illegality raised by the petition for the writ of certiorari. Section 358A.21, Code, 1971; Deardorf v. Board of Adjustment of Plan. & Zon. Com'n., 254 Iowa 380, 383, 118 N.W.2d 78, 80 (1962) (interpreting analogous § 414.18, Code, 1971). Here the cause was tried at law below, pursuant to court ruling from which neither party appeals. Our general rule that this would confine our review to assignments of error and not be de novo is applicable. Flynn v. Michigan-Wisconsin Pipeline Company, 161 N.W.2d 56 (Iowa 1968). In spite of his ruling that the case be tried as a law action, the trial court judge denoted his order as a "Judgment and Decree" and the parties persist in referring to "propositions" in their briefs. See rule 344(a) (3), Rules of Civil Procedure. However, we have held repeatedly in similar appeals our review is on assigned errors only. Zilm v. Zoning Board of Adjustment, Polk County, 260 Iowa 787, 150 N.W. 2d 606 (1967); Jersild v. Sarcone, 260 Iowa 288, 149 N.W.2d 179 (1967); Schultz v. Board of Adjust. of Pottawattamie Co., 258 Iowa 804, 139 N.W.2d 448 (1966). The findings of fact by the trial court, set out above, are supported by substantial evidence and are binding on this court. Rule 344(f) (1), R.C.P.

This court also notes defendants' affirmative contention that a sanitary landfill is commensurate with the public policy of the State of Iowa. Section 406.3, Code, 1971, makes mandatory upon every city, town and county the establishment of a sanitary solid waste disposal project. Sanitary landfills have been held by this court to qualify as a bona fide waste disposal method in Schultz v. Board of Adjust. of Pottawattamie Co., 258 Iowa 804, 139 N.W.2D 448 (1966). Plaintiffs do not demonstrate the proposed landfill conflicts with the requirements of § 406.3. This coupled with trial court's substantiated findings of fact referred to above compel this court to hold the proposed landfill not contrary to the public interest.

III. The remaining issue advanced by plaintiffs, that the landfill would create a public nuisance contrary to chapter 657, Code, 1971, was stipulated out of the case by the parties at trial. Plaintiffs' counsel readily so conceded in argument before us, observing that this ground was reserved "for another lawsuit". An issue not presented to or passed upon by the trial court cannot be raised or reviewed on appeal. Rouse v. Rouse, 174 N.W.2d 660 (Iowa 1970); Volkswagen Iowa City, Inc. v. Scott's Incorporated, 165 N.W.2d 789 (Iowa 1969).

The judgment of the trial court must be affirmed. In view of this holding we do not find it necessary to decide the questions raised in the cross-appeal filed by the Waste Agency.

AFFIRMED.

All Justices concur.